THE Second Part

Of the YOUNG CLERKS GUIDE:

Or, a second COLLECTION

OF Choyce

English Presidents

or Indentures of Settlements, Letters of Licence and Composition, Assignments, Letters of Attorney, Conditions, Obligations in English, and sundry others.

Compiled by Sir *R. H.*

And perused by a judicious Practiser very useful and needfull for all.

LONDON, Printed for *Matthew Walbancke* at *Grays-Inne*. 1652.

Suppose 3 partners in a shipp
Goes to Marchandise & they
willinge [illegible] let their
stockes out the first layes
out 500 lb — 10 s — 6 d ye Second 50 lb
ye third 200 lb — 14 — 10 d they
Trifficke in plumes & Sugar
for plumes they pay 4 d a pound
for Sugar 8 d a pound & they sell
for 6 d a pound plumes & 1 s a pound
Sugar now I woold know what
they Gained

	lb	s	d	d	d
3 —	500	10	6	4	8
	50	00	0		4
	200	14	10 d		12
	751	05	04		

If 2 pounds to 1 s we will 751 lb — 15 s — 4 d
12
12 pence

20
15025
12
30054
15025
180304 pence
12
360608
180304
4507 — 12 — 0 2163648

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whereof being to T. S. &c. is directed by the ſa
Deed, wherein are comprized neceſſary Covena

An Indenture wherein W. K. being ſeized of Lands
&c. in fee-tail with remainders, dieth, having three
daughters, who as co-heirs enter, and one of the co-
heirs and her husband, for the better conveyance of
his wifes part to I. F. and his Heirs, ſuffer a Recove-
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the ſame.

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A Condition (reciting the releaſe of an Annuity) that it is free from former engagements, &c.

A Condition where the Obligee hath a ſumm of money owing by one, which is agreed to be paid to a creditor of the Obligors, the Obligor is bound to pay within ten dayes after notice of the receipt.
A Condition where a Bond is aſſigned, that if the Obligors in the aſſigned bond do not pay, then the Obligor in this bond to pay, &c.
A Condition to ſave harmleſs upon an attachment.

A Condition to pay rent quarterly for certain rooms.

A Condition to ſurrender lands to uſes.
A Condition that the Sheriff executing a Writ, may detain out of the goods and lands extended, ſo much money as, &c.
A Condidition to ſave harmleſs from a bond of Attornment.
A Condition where purchaſe-money is to be paid in two payments, if default be made in the firſt, the whole with allowance to be paid at the ſecond.
A Condition where mony is lent on a Bond and letter of Atturney, if that be not paid, the Obligor is this to pay.
A Condition that the Obligor ſhall pay within three moneths, if default be made by another.
A Condition that if the Obligee do not receive the ſum of &c. according to a letter of Atturney, then the Obligor to pay the ſaid ſum, &c.
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Judge Cooks Articles, which the chief Const
of every Hundred are to observe and answer
to at the begining of every assize.
Certain points of law concerning Land-lord and
nant.
Articles of agreement concerning the Merchant
his servants, or Fector.

Obligations in English,

AN Obligation from one to one.
An Obligation from two to one,
An oblagation from three to one.

Presidents.

PResidents of bils, answers, replications, dem
rejoinders, pertitions, certificates and affida
the Court of Chancery.

A Deed of Joynture, whereby Tho. N. in consideration of a Marriage intended, between Tho. his Son, and Sara Mer. granteth and infeoffeth Lands to friends in trust under a Proviso, to be void upon Assurance of other Lands by John N. Heir of Thomas the Father of as good value, and to the like uses.

THis Indenture, made the first day of June in the year of our Lord God, according to the computation used in England, 1651. between T.N. of, &c. of the one part, and J J. H. E. and S. R. of the other part, witnesseth; That the said T. for and in consideration of a Marriage already agreed upon, and shortly by Gods grace to be had and solemnized between T. N. second son of the said T. N. and Sara M. single woman, daughter of M. N. late of, &c. deceased, and for the love and affection which he beareth to his said son, and for a competent Joynture to be had and provided to and for the said Sara, and for provision of maintenance for her, and for settling the inheritance of the Lands and Tenements herein after mentioned to such use and uses, and upon such trusts and confidence, as are herein declared, limited or expressed, and for divers other good considerations him moving, hath granted infeoffed, released and confirmed, and by, &c. unto

the ſaid I. J. H. and R. and to their heirs and aſſig
for ever, all that meſſuage or tenement, with the
purtenances ſcituate, &c. and one yard land, mead
or paſture to the ſaid meſſuage or tenement bel
ing, that is to ſay, one Cloſe, &c. and alſo all ho
edifices, buildings, barnes, ſtables, orchards, gard
back-ſides, courts, void grounds, lands, mead
leaſowes, feedings, paſtures, commons, woods, un
woods, trees, hedge-rowes, wayes, waters, po
pools, fiſhings, fiſhing-places, profits, commodi
hereditaments, and appurtenances whatſoever, to
ſaid meſſuage, tenement, yard-land and premiſſe
any part or parcell thereof, now, or at any time h
tofore belonging or appertaining, & all rents, re
ſion, remainders and ſervices of the ſaid premiſſes,
every part thereof, to have and to hold the ſaid
ſuage or tenement, and all and ſingular other
premiſſes before mentioned, meant, or intend
be granted, infeoffed, and confirmed, and ever
and parcel therof, with the appurtenances to th
J. J. H. E. and S R. to their heirs and aſſigne
ever, to the only uſes, intents and purpoſes, here
in theſe preſents limited, expreſſed and decl
and to none other uſe, intent or purpoſe (that
ſay) to the uſe and behoof of the ſaid J. J. H. E.
R. S. and of their heirs, untill the ſolemnizatio
the ſaid marriage, between the ſaid T. N. the
and Sara the M. and from and after the ſolemniza
of the ſaid marriage to the uſe and behoof of the
J. J. H. E. and S. R. and of their heirs, for and
ring the natural life of the ſaid Sarah, and from
after the deceaſe to the uſe and behoof of the
T. N. her ſon, for and during the term of his
tural life, and from and after the death of the
Sarah M. and T. N. to the uſe and behoof of
heirs of the body of the ſaid Sarah M. by the

T.

the ſonne, begotten and to be begotten, and
default of ſuch heirs, to the uſe and behoof of the
T.N. the ſonne, and of the heirs of his body,
for default of ſuch heirs, to the uſe of the ſaid T.
the father, and of his heirs and aſſigns for ever,
the ſaid T.N. the father, for himſelf, his heirs,
tors and adminiſtrators, and every of them doth
ant, promiſe and grant, to and with the ſaid
J.E. and S.R. and every of them, their, and eve-
their heirs and aſſigns by theſe preſents, that
the ſaid T.N. the father, at the time of the enſeal-
nd delivery thereof, is the true and lawful owner
he ſaid meſſuage, tenement, and premiſſes, and e-
part thereof, and of and in the ſame and every
and parcell lawfully and rightfully ſeized of a
eſtate of inheritance in fee ſimple, and alſo that
he ſaid T.N. the father, at the time of the en-
g and delivery hereof, hath full power, good
, and lawfull authority, to grant, convey and aſ-
he ſaid premiſſes, and every Part thereof to the
J.H.E. and S.R. their heirs and aſſigns in man-
nd form aforeſaid, according to the true intent
meaning hereof, and that the ſaid meſſuage te-
ent and premiſſes, and every part and parcell
reof, with the appurtenances, now be and are, and
rom time to time, and at all times hereafter for e-
ſhall or may be, remain and continue unto the u-
, intents and purpoſes aforeſaid, and according to
true intent and meaning hereof, clearly acquitted
diſcharged of and from all and all manner of for-
and other bargains, ſales, gifts, grants leaſes,
rgages, ioyntures, ſtatures, recognizances, judge-
nts, extents, and of and from all other titles,
ges troubles, and incumbrances whatſoever, had,
e, done, committed or ſuffered to be done, by him
ſaid T.N. the father, or by any other perſon or

persons whatsoever, except one Indenture of le
bearing date, &c. made and granted of the premi
by T.H. to the said N.H. and M. his wife, and
their daughter for tearm of their lives, succeſſi
one after another, at and under the yearly ren
fourty shillings of lawfull mony of *England*, qua
to be paid by even portions, and also except on
ther leaſe by Indenture, bearing date, &c. made
granted of the said premiſſes by the said T.N. th
ther to G.M. &c. for one thousand years, with a p
ſo, to be void upon payment made of certain
mony, at certain times therein mentioned, wh
onely one day is paſt, and the mony then due is p
and without any let, interruption, challenge, c
diſturbance, or incumbrance, of or by him the sa
N. the father or his heirs, and without any lawfu
or interruption, challenge, claim, diſturbance, o
cumbrance of or by him the said T.N. or any
perſon or perſons, claiming or to claim, by or
him, or his eſtate, right, title, or intereſt, except
as shall or may claim by or under the leaſes be
excepted, or either of them, and for the tearm th
by granted only: and the said T.N. the Father,
further for himſelf, his heirs, executors, and a
niſtrators, covenant, promiſe and grant, to and
the said J.J. H.E. and S.R. and every of them,
heirs and aſſigns by theſe preſents, that he the
T.N. the father and his heirs, and all and ever
ther perſon and perſons, lawfully claiming or to c
by or under him (except ſuch as shall or may c
by or under the leaſes before excepted) shall and
from time to time, and at all times hereafter u
the reaſonable requeſt, and at the coſts and cha
in the law, of the said J.J. H.E. and S.R. or an
them, their heirs or aſſigns, make, do, and exec
all ſuch further acts, things, and aſſurances, for

r and better assuring of the said premisses, and part thereof, to the uses, intents and purposes said, as by them the said J. J. H. E. S.R. or any em, their heirs, or assignes shall be in that behalf nably devised, or advised and required, and that es and other assurances, at any time hereafter to d, levied, or executed of the premisses or any part reof, shall be, and shall be deemed, adjudged, and to be, to and for the uses, intents and purposes ese presents mentioned, limited and declared: it is expressed & declared by all the said Parties, the said estate for the life of the said Sara, limited he said J. J. H. E. S. R. as aforesaid, is so limited, up- special trust and confidence in them reposed, that and every of them, their heirs and assignes, respe- ly, to whose hands or custody any of the Rents, s or profits of the said premisses shall come, du- the life of the said Sara, shall from time to time deliver, dispose, and imploy the same rents, issues profits, and every part thereof, either to the said her self, or to such other person or persons, use es, as she the said Sara shall by any writing under hand from time to time, limit or appoint; provi- always, and it is nevertheless covenanted & grant- by and between the said Parties, that in case John on and heir aparent of the said T. N the father, ll within seven years next ensuing the date hereof, his own proper cost and charges, well and suffici- ly convey and assure, or cause to be conveyed and ed by good and sufficient waies & meanes in the to the said J. J. H. E. S. R. and to their heirs, to the Survivors or Survivor of them, and his or ir heires, to and for, and upon the like uses, in- s, trusts confidences and purposes, as are before ein limited, expressed & declared, messuages lands, enements scituate, lying, or being in, &c. & which

ſhall be of as much more clear yearly value, as
ſaid meſſuage, tenement and premiſſes hereby
tioned, meant, or intended to be granted, and of
ry part thereof ſhall be then worth, that then,
and after ſuch conveyance and aſſurance, paſſed
perfected, the uſe and uſes, truſts and confide
herein before limited and expreſſed, ſhal ceaſe,
mine and end, and then and from thenceforth the
ſaid J.J.H.E. and S.R! and their heires ſhall
and be ſeized of and in the ſaid meſſuage, ten
and premiſſes hereby mentioned, meant, or inte
to be granted, and of every part thereof to th
and behoof of him the ſaid J.N. his heirs and
for ever, and to no other uſe, intent or purpoſe
ſoever, any thing herein contained to the co
thereof in any wiſe notwithſtanding. In
neſs, &c.

A Charterparty of affreightment.

THis Charterparty of freightment indented,
the &c. by R.H. and A.N. Owners of the
ſhip called the *H.* of *London*, of the burthen o
now riding in the River of *Thames* (whereof is M
under God I.P.) of th'one part, and H.S. of th'
part, witneſſeth that the ſaid Owners have gr
and letten to freight to the ſaid H.S. the afor
ſhip; and that the ſaid H.S. hath hired her f
voyage to be made with her by Gods grace in
ner and form following, *viz.* the ſaid Owners c
nant and grant by theſe preſents; to and with the
H.S. his, &c. that the ſaid ſhip with the firſt and
good winde and weather, that God ſhall ſend after
firſt day of &c. ſhall depart from the ſaid rive
Thames, and directly ſayl to B. in the Realm
France, with ſuch goods, wares and merchandize

said H.S. his Factor, or assigns, before the said day, of, &c. next coming shall think good to ge and lay in her, *viz.* so much as she may reably carry, and being arrived and come to the said of B. or so nigh to the same as she safely and conently may come, shall there tarry by the space of y daies next after her arrival, as well there to disge and unlade such goods and merchandizes, as be so freighted and laden in her as aforesaid, as to receive her full lading of such goods, wares and chandize, as the said H.S. his Factor or assigns think good, *viz.* as much as she may reasonably , within which time and daies above limited and ointed, the said H.S. covenanteth and granteth these presents to discharge and relade, or cause to discharged and reladen the aforesaid ship in manand form aforesaid. Which ship so being able, the Owners covenant and grant by these presents, she shall with the first and next good winde and ther, next after that she shall be reladen, as aforedepart and return from B. aforesaid, and by s grace directly sail, and come to the Port of the of *London*, or as nigh the same as she can safely e, where she shall tarry by the space of, &c. after arrival there, to make her right discharge. And said H.S. covenanteth, &c. within the space of, next after the arrival of the said ship at the Port the City of *London*, as well to receive, or cause to received the ships lading, as also to content & pay cause to be paid unto the said Owners, their exeors or assigns the sum of, &c. for the freight and ding of the said ship both outwards and homewards, the place of the right discharge of the said ship toher with average, poynage and petty lodenage, & other duties due and accustomed according to the of Eastern ships: And the said Owners covenant

and grant by these presents, to warrant and prepare the said ship, strong and stanch both above and beneath, and well and sufficiently tackled and apparelled with masts, sails and sail-yards, anchors cables, ropes, cords, guns, powder, shot, and all other instruments, munition, artilery, furniture, tackling and apparel, necessary and convenient for such a ship, with an able Master, eleven men and a boy, which shall be ready at all times convenient, with the boat of the same ship, to serve the said H.S. his Factors and assigns, to and from land during this present voyage afore-mentioned. And to the observing of all and singular the covenants, grants, articles, deliveries, receipts & agreements, and all other things above rehearsed, which on the part and behalf of the said Owners are to be observed and kept in form aforesaid, the said Owners bind them, and either of them, their executors, goods, and especially the same ship with her freight, tackle, and apparel, to the said H.S. his, &c. in the penalty of, &c. well and truly by these presents to be paid. And likewise to the observing of all and singular the covenants, grants, articles, deliveries, receipts, payments and agreements, and all other things above rehearsed, which on the part and behalfe of the said H.S. are to be observed and kept in form aforesaid, the said H.S. bindeth himself, his executors, and goods whatsoever they be, and wheresoever they may be found, to the said Owners and their executors, in the penalty of, &c. well and truly to be paid by these presents. In witness, &c.

A transport of goods in a ship.

TO all &c. I A P. of &c. send greeting, &c. Whereas, I the said A.P. in the month of, &c. last past, did lade in the port of *London* of my own proper goods,

goods, and for my own proper use and accompt in- and aboard the good ship called, &c. wherein one C. was then Master, for and during her then in- tended voyage, so much, &c. to the intent and pur- pose, that all the aforesaid kersies and clothes, should be transported for and in trade of merchandize, in and with the said ship, (amongst other her lading,) in her voyage then intended to be made to *Constan- tinople*, and other places beyond the seas and within the streights of *Gibralter*, and to returne again into the port of *London*. Now know ye, that I the said A.P. for and in consideration of the summ of, &c. by F.L. of, &c. to me paid, whereof I acknowledge the receipt by these presents: Have given, granted, alie- ned, bargained, sold, transfered, assigned and set over, and by these presents do absolutely give, grant, alien, bargain, sell, transfer, assign and set over unto the said F.L. as well all and every the said kersies and clothes aforesaid, which were laden into the said ship, for th'use, accompt, or behoose of me the said A.P. as a- fore is mentioned; as also all and every such adven- ture and adventures, summ and summs of money, goods, wares, merchandize, and encrease whatsoever, which is or shall be returned, had, gained or gotten, by reason or in respect of the said kersies and clothes so laden outward as aforesaid, or for or in respect of any part or parcel thereof in any maner of wise, to have, hold, take, receive and enjoy all the payments a- fore mentioned, to be hereby given, granted, alienedbargained, sold, transferred assigned and set over, and every part and parcel thereof to the said &c. to his and to their own proper use and uses, as his and their own proper goods, from henceforth freely for ever, and to the intent and purpose that the said F.L. his, &c. may the better have, receive and enjoy all the goods, merchandizes, and premisses a-

fore

fore hereby granted, bargained, ſold, aſſigned and over, and every parr thereof, according to the meaning and purport of theſe preſents, I the A.P. do hereby make, authorize and appoint the ſaid, &c. my true and lawful Atturney irrevo in my name and ſtead, but to his own uſe to do, cute, &c. all and every act, matter and thing whatever, touching or concerning the premiſſes, or part thereof, in as ample manner, &c. giving and theſe preſents granting, &c. and I do hereby co nant, &c. to ratifie all and whatſoever, &c. cove for quiet enioying, without any let, reclaim, &c. and do any further act, &c. but the ſaid F.L. to abide hazard at Sea. In witneſs, &c.

A Deed of gift in conſideration of the diſcharging of Debts.

TO all, &c. I J.W. of, &c. ſend greeting. Whereas I am indebted, and do ow unto divers perſons vers ſummes of money, which I cannot ſatisfie make payment of, as my ſaid Creditors do deſire reaſon many debts are owing unto me; And whereas my loving friends, &c. have undertaken to give ſatisfaction to my ſaid Creditors, for my ſaid debts owing as aforeſaid. Know ye, that I the ſaid W. for and towards the indempnity and ſaving harmeleſſe them the ſaid, &c. for and concerning the payment of the ſaid debts, have given and granted, and by theſe preſents do, &c. unto the ſaid, &c. all and every ſuch ſumme and ſumms of money, goods, chattels and debts, as I now have and am poſſeſſed of, and which are due, owing, or payable unto me, in the hands or cuſtody of any perſon or perſons whatſoever, mentioned in a Schedule or inventory to theſe preſents annexed; To have, hold, receive,

ive, take & enjoy the ſaid goods, chattels credits, ſum and ſumms of mony, unto the ſaid, &c. executors and adminiſtrators, to their and every their uſe and uſes, and as their and every of their proper goods for ever, abſolutely without any claim, challenge or contradiction of any perſon or ſons whatſoever. And I have ſet and put the ſaid, in full and peaceble poſſeſſion of all and every premiſſes, by the delivery unto them of a piece money, called ſix pence fixed in the ſeal hereof. for the better recovery of the ſaid debts, I the J. W. have made, ordained and authorized, and by theſe preſents conſtitute and appoint the ſaid, &c. and every of them to be my true and lawfull Atturney irrevocable in the name of me, my, &c. but to and for, &c. to ask, ſue for, leavy, recover and receive all and every ſuch goods, chattels, credits, debts, ſum and ſumms of money, as are in theſe preſents, and in the ſaid Schedule ſpecified; And all and every the debtor and debtors, detainer and detainers thereof, or of any part thereof, to ſue, implead and proſecute by due courſe of law, in any court of record or equity: Giving, and by theſe preſents granting, &c. my full power, ſtrengh, &c. (as in a letter of Att.) A covenant for allowing and juſtifying all actions, &c. without any non-ſuit, retraxit, or other act or thing, or without any accompt, &c. and to make further letters of Att. & aſſurance for the recovery of the premiſſes, the true performance whereof I bind me, my, &c. to the ſaid his, &c. in the ſumm of, &c. firmely by theſe preſents. In witneſs, &c.

A deed of gift of goods of warranty.

TO all &c. I A.B. &c. send greeting. Know ye that I the said A.B. being of a good and perfect mind and without fraud or deceit, for divers good causes and considerations me hereunto moving, have given, granted and confirmed, and by these presents do give, grant and confirm unto, &c. All and singular my goods, chattels, implements, debts, bills, bonds, specialties, necessaries, summes of money, and other things whatsoever, as wel moveable as immoveable, of what nature, kind, or quality soever they be, and in whose hands, custody, possession, governance or keeping, or whatsoever place or places they be or may be found, as well on this side as beyond the Seas. To have and to hold, leavy, perceive, use, receive and enjoy all and singular the said goods, chattles, implements, credits, debts, specialties, summes of money, and all other the premisses, with all and singular their appurtenances unto the said C. D. his &c. to th'only proper use and behoof of the said C. D. his, &c. for ever. Freely, peaceably, and quietly, without any manner of reclaim, challenge or contradiction of me the said A.B. my, &c. or of any other person or persons, by my means, title, or procurement in any manner or wise, and without any account, reckoning, or answer therefore to me, or my in my name, to be given, rendred or done in time to come. So that neither I the said A. B. my, &c. nor any other person or persons, by us, for us, or in our names, or in the name or names of us, or any of us, at any time or times hereafter, may ask, claim, challenge or demand in or to the premisses, or any part thereof, any interest, right, title, use or possession, but from all action of right, title, claim, interest, use,

poſſeſſion and demand thereof, we and every of
o be utterly excluded, and for ever debarred by
e preſents. And I the ſaid A.B. my, &c. all the
goods, chattels, and other things above mentio-
, with their appurtenances unto the ſaid C.D. his
to th'uſe aboveſaid, againſt all people ſhall war-
, and defend by theſe preſents, of which ſaid
ds, chattels and other things I the ſaid A.B.
e put the ſaid C.D. in peaceable poſſeſſion, by
delivery of ſix pence, which I have payd and deli-
ed to the ſaid C.D. the day of the date hereof. In
neſs, &c.

A Deed of gift.

TO all, &c. I.A.B. &c. ſend greeting, &c. Know
ye that I the ſaid A.B. for the love, good will, &
ction, which I have and bear towards my loving
end C.D. of, &c. have given and granted, and
theſe preſents do freely, clearly and abſolutely
ve and grant unto the ſaid C.D. his &c. all and
gular my goods, wares, houſhold-ſtuff, plate, jew-
s, ready mony, leaſes, chattles, implements, and all
her things alive or dead whatſoewer, as well move-
ble as immoveable, both real and perſonal, whatſo-
er they be, and in whoſe hands, cuſtody or poſſeſſi-
on ſoever the ſame or any of them, or any part there-
of can or may be found remaining and being, as well
in the meſſuage or tenement with th'appurtenances,
wherein I do dwell, as in any other place or houſe
whatſoever within the, &c. To have and to hold all
the ſaid goods, chattels houſhold-ſtuff, implements,
and all other the premiſſes unto the ſaid his, &c. from
henceforth to his and their own proper uſe, and as his
and their own proper goods, for ever abſolutely with-
out any manner of condition, &c. And I the ſaid
A.B.

A.B. have set and put, &c. In witness, &c.

Nota.

If a Deed of gift be made of mony owing to the donor, let there be a Letter of Att. comprehended therein.

If the Deed be made of good chattels in consideration of a debt, let there be a covenant in the same deed, that the donor shall permit the donee to come into the house, or any other place where the goods be, quietly and peacebly to receive and carry away the same to the use of the donee.

If that there be an Inventory of parcels annexed to the Deed, let there be a Covenant in the Deed that the same goods and chattels shall not be wasted and that they are free from any former gifts, or incumbrances at th'ensealing, by a penny fixed in the seal, or some part of the said goods. But assurance of debt of goods and chattels is best to be done by bargain and sale, indented with an Inventory.

A Covenant that the Leasor shall seal a new Lease and in the interim the Leasee to enjoy, though the old Lease be surrendred.

TO all &c. I B.H. send greeting. Whereas I.M. at the request of me the said B.H. and for the consideration hereafter specified, hath granted and surrendred by his writing, bearing date, with these presents, one Indenture of lease bearing date the, &c. and all the right intereft and term of years, which he the said I.M. now hath, or of right ought to have of, in and to, &c. in the said Indenture of Lease, specified by me the said B.H. unto him the said I.M. demised for the term of, &c. and for the rent of, &c. payably quarterly. Now know ye, that I the said B.H. for me, my executors and administrators do cove-

part

t and grant to and with the ſaid I. M. his, &c.
to and with every of them by theſe preſents, that
he ſaid B. H. my, &c. in conſideration of the
ſurrender of the ſaid Leaſe and premiſſes, and
other good conſideratioons me moving, ſhall and
at the coſt and charges of me the ſaid B.H. my,
at or before, &c. make, ſeal, and in due form
Law deliver unto the ſaid I. M. his, &c. one other
d and ſufficient new Leaſe of the ſaid, &c. for the
ainder of the ſaid term of, &c. then to come, for
upon ſuch rent, covenants and conditions as are
ified and contained in the Leaſe above recited,
de by me the ſaid B.H. unto the ſaid I.M. And
the ſaid I. M. his, &c. ſhall and may in the
n time, untill the ſaid new Leaſe of the premiſſes
ll be by me unto him ſo made, ſealed and deliver-
s is aforeſaid, peaceably and quietly have, hold
enjoy the ſaid meſſuage or tenement, ſhop and
miſſes, with the appurtenances, and every part and
rcel therof, without any let, trouble or contradicti-
of me the ſaid B.H. my, &c. or any other perſon
perſons, claiming, or which ſhall or may claim
y eſtate or intereſt in or to the premiſſes, or any
thereof, by, from or under us, or any of us, in
ge and ample manner and ſort to all intents and
poſes, as if the ſame Indenture of Leaſe had been
ull force, and ſtill remainng in the hands of him
ſaid I.M. In witneſs, &c.

A Covenant not to commence any action or ſuit againſt a ſurety that ſtands bound.

O all, &c. whereas I. M. and E.F. of, &c. by
their obligation dated, &c. are and ſtand bound
o me the ſaid I. in the ſumm of, &c. condition-
for payment of, &c. at a day long ſithence paſt,

as

as by the same obligation and condition thereof m
plainly appeareth, which said sum of, &c. or
part thereof, was not paid according to the condi
of the said obligation, whereby the said obligation
came forfeited. And whereas the said I. in E
term, in the year, &c. in the Court, &c. obtained j
ment of, &c. together with, &c. costs against the
&c. as by the Records of the said Court more pl
may appear: Now know ye, that I the said, &c.
divers good causes and considerations me especi
moving, am pleased and contented, and for me my
do covenant, promise and grant to and with the
their, &c. That neither I the said, &c. my, &c.
any of us, nor any other person or persons whatso
in the name of us, or any of us, shall at any ti
times hereafter sue, implead, molest, arrest, at
imprison and condemn, or cause to be, &c. the sa
M. his, &c. or any of them, for or upon the afo
obligation so forfeited as aforesaid, or by vertue o
said Judgment, or of any execution or elegit t
had or procured thereupon, or by any other way
means whatsoever. In witness, &c.

A covenant to pay the Sheriff or his Bayliff apprehending a man.

TO all, &c. I T.O. of, &c. send greeting, Wh
as, &c. doth owe and is indebted unto me
said &c. in the summ of, &c. by bill or wri
obligatory under his hand and seal, upon which
I have commenced a suit at law, and thereupon
judgment, upon which I have taken out execu
And whereas M.F. Sheriff of &c. or T.S. Ba
of the wapentake or hundred of, &c. for the consi
rations here-under written and agreed upon, hath m
dertaken to do his best endeavour for the serving

ſaid execution, and by vertue thereof to apprehend body of the ſaid I.S. Now know ye that I the ſaid for me, my, &c. do covenant, &c. That if the M.F. or T.S. do ſerve the ſaid execution upon body of the ſaid I.S. and him impriſon & commit the Goale, whereupon he may remain charged the ſaid debt; or if upon ſerving the ſaid executi- he ſaid I.S. do pay, &c. the ſaid debt, or com- nd with me for the ſame, that then in any of the aforeſaid, I the ſaid, &c. ſhall and will forthwith the ſaid M F. or T.S. the ſumm of, &c. in con- ation of the ſaid buſineſs ſo to be performed, &c. witneſs, &c.

nants *between two Partners at the diſſolution of their Co-partnerſhip.*

This Indenture made, &c. between T.H.C. and G. of *London* of the one part, and W.I.C. and G. *London* aforeſaid of th'other part, witneſſeth, that reas the ſaid T. and W. by their Indenture of Co- nerſhip bearing date, &c. for the conſideration in ſaid Indenture ſpecified, did condeſcend, con- e and agree to become and continue joynt-dealers Co-partners together in the art and myſtery of, and in buying, ſelling, and uttering of, &c. and ther ware, commodities and merchandizes, be- ing, or commonly uſed to and with the ſaid for the term of, &c. from the Feaſt day of, &c. paſt, &c. (if the ſaid T. and G. ſhould ſo long ; and unleſs they the ſaid T. and W. ſhould o- wiſe agree together, as by the ſaid Indenture of -partnerſhip, (whereunto relation being had) e at large, &c.) And whereas the ſaid T. and W. their mutual conſents, free will and agreement, and ery good cauſes and conſiderations them thereun-

to moving, have thought good to dissolve and be
off the Co-partnership, and from thenceforth to b
come no Co-partners together. Now this Indent
further witnesseth, that it is covenanted, concluded
fully agreed, by and between the said, &c. for,
concerning the premisses in manner and form
lowing, *viz.* first the said W. for, and in c
sideration of a certain summ of money to him
said W. in hand, at th'ensealing and delivery of th
presents by the said T. well and truly paid and de
vered for him, his, &c. doth covenant and grant,
by these presents to assign and set over, remise
release unto the said T. his, &c. all and every such p
portion and share as he the said W. his, &c. hath,
might or ought to have of, in and to all and singu
the goods, chattles, houshold-stuff, wares, merch
dizes, debts, obligations, specialties, bills ob igato
summ and summs of money, and other things
soever incident, or belonging to the said late
partnership, or joynt dealing in any manner of
and also his estate, interest, right and demand ther
or in or to any part thereof, together with all
benefit and commodity as he the said W. his,
might or ought to have had, taken or received,
on, for or by reason of the said bills, bonds, boo
obligations, or specialties belonging to the said C
partnership. And that it shall and may be lawfull
and for the said T. his, &c. to have, keep, receive
enjoy as well all and every the goods, chattles, hou
hold-stuff, wares and merchandizes belonging to th
said late Co-partnership, as also all and every
debts, duties, summ and summs of money, as
be had, received, obtained or gotten by vertue of th
said books, bills, bonds, obligations or specialti
or any of them, or of any suit, judgment, execu
on or process, thereupon to be commenced, pursue

or taken without the let, trouble or contradi-
, or the unjuſt plea in bar ariſing from any act
ing heretofore done, or hereafter to be done, or
ngly ſuffered by the ſaid W. his, &c. or any of
, and without any accompt or other thing to be
fore rendred, or yielded to the ſaid W. his, &c.
ny of them. And further, that he the ſaid
heretofore hath not received any ſumm or
ms of money, belonging to the ſaid late Co-part-
ip, (other than ſuch as are already allowed upon
mpt) nor hath releaſed or diſcharged, nor that he,
ecutors or adminiſtrators ſhall or will hereafter
ve, releaſe, diſcharge or make fruſtrate all or
of the ſaid debts, duties, ſumm or ſumms
oney, bonds, ſpecialties, or demands, due or to
e, by vertue of the ſaid bills, books, ſpecialties,
ctions, or agreements or any of them (other
ſuch as are allowed upon accompt as aforeſaid)
out the conſent or agreement of the ſaid T.H.
&c. firſt had and obtained in writing under his
eir hands, nor voluntarily or willingly diſcon-
e, diſavow or ſuffer to be non-ſuited in, or make
retraxit, or otherwiſe diſcharge, hinder or delay
action, ſuit or plaint whatſoever, which he the
T.H. now hath, or at any time hereafter ſhall
mence, proſecute or purſue in the name of the
W.G. his, &c. for the recovery or obtaining of
ſaid debts, duties, ſumm or ſumms of money,
demands belonging to the ſaid late joynt dealing,
that he the ſaid W.G. his, &c. ſhall and will
time to time, and at all times hereafter, upon
reaſonable requeſt, and at the coſts of the ſaid
his, &c. juſtifie, allow, maintain and avow
and every ſuch action, ſuit, plaint and arreſt,
e the ſaid his, &c. ſhall commence, &c. for the
ering, levying, obtaining or getting of all or

any the debts, &c. belonging to the said late Co-partnership, ratifying, &c. all and every lawfull act matter and thing whatsoever, which he the said, his &c. shall commence, prosecute, &c. for the recovering, &c. the said debts, duties, &c. or any of them. And lastly, that he the said T.H. his, &c. shall and will from time to time, and at all times hereafter well and sufficiently acquit and discharge, save and keep harmeless the said W. his, &c. of and from all and all manner of troubles, damages, arrests, costs, charges and incumbrances whatsoever, which shall may be taxed, urged, or happen to be had, recovered or obtained against the said T. his, &c. for or by reason or means of any action, suit, &c. which the said T.H. now hath, or shall hereafter commence, or cause to be commenced, &c. against any person or persons, for recovering, having or obtaining any of the said debts, duties or demands above specified, or for any the debts, duties, summ or summs of money, or any thing whatsoever, touching the said late Copartnership now owing or which hereafter shall be due payable to the said T. and W. or either of them, or any person or persons whatsoever, or for or by reason of any debts, now owing, or wares taken up upon credit by him the said T. his, &c. and not charged upon the said partible accompt, wherewith or whereby he the said W.G. his, &c. shall or may be charged or chargeable. In witness.

A Partition of debts, between one Co partner, and th'Executor of the other, and to sue, &c.

THis Indenture made, &c. between R.E. Citizen &c. and R.S. of *London* Gentleman, sonne and

r apparent of W.S. late Citizen, &c. deceaſed, l executor of the laſt will and Teſtament of the l W.S. of th'other part, witneſſeth, that whereas ſaid R.E. and W.S, in the life-time of the ſaid .S. for many years together, did deale and traffique joynt-Partners and Occupiers in the trade of, &c. l other merchandizes, and in buying, ſelling, l merchandizing, and by reaſon thereof divers l ſundry ſumms of money, by divers and ſundry ſons, became due and payable to them joyntly as bts, owing to the ſaid R. and W. joyntly. And hereas therefore the ſaid R.E. and W.S. in the e-time of the ſaid W.S. by agreement between em, divers debts due and owing between them, did er and part in ſuch manner and forme, as in and a certain paire of Indentures, bearing date the, c. (and certain Schedules thereunto annexed) made tween the ſaid R.E of th'one part, and the ſaid R.S. t. is mentioned, and more plainly doth and may ap- ear, ſithence which time divers and ſeverall of the ebts therein mentioned, have been received and compounded for, as well by the ſaid R E. and W.S. in the life-time of the ſaid W. as alſo by the ſaid, &c. Executor of the ſaid W. ſithence the deceaſe of the ſaid W. And whereas alſo divers and ſundry other ſumms remaining then and yet unpaid, and uncompounded for, for the better recovery where- of, and for the continuing of peace and amity be- tween them, they the ſaid R.E. and R.S. have equally divided thoſe debts, yet remain- ing unreceived or compounded for, as in and by two ſeverall Schedules thereof made (th'one called the firſt Schedule, wherein the debts, duties, ſumms of money and demands, yet unreceived, now allowed and appointed to the ſaid R.S. are contained and mentioned, and th'other called the ſecond Schedule,

wherein the debts, duties, summs of money and de-
mands, yet unreceived and now appointed to t
said R. E. are likewise conteined and mentioned, a
hereunto annexed) more plainly, it doth and may a
pear.

This Indenture now further witnesseth, that it
covenanted, granted, concluded and fully agreed b
tween the said R.E. and R.S. for and concern
the premisses in manner and forme following, v
first the said R.E. for him, his, &c. doth by the
presents grant, assign and set over, remise and rele
unto him the said R.S. all and every the debts, d
ligations and bills obligatory, and several summ
money in the said Schedule annexed, unto this pr
sent Indenture, called the first Schedule mentioned a
expressed, and all his part, portion, interest, right & d
mand therein or thereof, with all such benefit a
commodity, as the said R.E. his, &c. can or m
lawfully take, receive or have upon or by reason o
any the said obligations, bills, debts, duties or de
mands conteined or mentioned in the said Schedu
called the first Schedule allotted to the said R.
And further the said R.E. doth by these presents le
him, his, &c. constitute and in his place appoint th
said R.S. during his life, and after the death of th
said R.S. his Executors and Administrators, to be hi
lawfull Attorney irrevocable, for and in the name o
the said R.E. during his life, and after his decease,
for and in the name of his, &c. to take, take, &c.
of all the debtors in the said Schedule called the, &c.
and annexed to this present Indenture mentioned
or any of them, or of the heirs, &c. all and every the
summ and summs of money in the said Schedule,
called the first Schedule mentioned or contained,
and the said R.E. for him, his, &c. doth covenan
and grant to and with the said R.S. his, &c. by
these

ese presents, that it shall and may be lawfull to and
r the said R.S. during the life of the said R.S.
d to and for the Executors of the said R.S. after
s decease, at th'only costs and charges of the said
.S. his, &c. or some of them in the name of the
id R.E. during his life and after his death, &c. to
prosecute any actions, suites or plaints for the reco-
ery of all or any the debts, duties or demands in
he said Schedule annexed to this present Indenture,
alled, &c. conteined or mentioned, against all or a-
y of the debtors therein named, their, &c. and the
me actions, suits and plaints, and every or any of
hem, at the like costs and charges of the said R.S.
is, &c. without the let, trouble, contradiction, or
he unjust plea in bar, arising from any act hereto-
ore done by the said R.S. his, &c. to prosecute and
ursue untill judgement and execution thereupon
hall be had and taken, and all such summ or
ummes of money, as shall upon or by reason of any
such suit or suits, happen to be recovered, had, levi-
ed, or received, to take and keep to th' only use and
behoof of the said R.S. his, &c. without any ac-
compt or other thing, to be therefore rendred or yield-
ed to the said R. his, &c. or any of them, ratifying,
&c. all and every action, act and thing, which the
said R. his, &c. shall make, do, commit or execute,
or cause, &c. in or about the premisses, for or touch-
ing the recovery or receiving of all or any the said
debts, in the said Schedule mentioned. And the said
R.E. his, &c. doth by these presents covenant, &c.
to and with the said R.S. his, &c. that the said R.
E. hath not heretofore released or discharged, nor
that he, his, &c. shall or will release or discharge all
or any the debts, duties, summs of money or demands,
in the Schedule, &c. without the consent or agree-
ment of the said R.S. his, &c. first had and obtain-

ed in writing under his or their hand, nor voluntarily or willingly discontinue, disavow, or be non-suited in, or make any retraxit, or otherwise discharge, hinder or delay any such action, suit or plaint, which the said R.E. his, &c. shall at any time hereafter commence, &c. in the name of the said R.S. for recovery or obtaining of all or any the said, &c. in said Schedule, &c. mentioned. But that the said E. his, &c. shall and will from time to time, at all times hereafter, justifie, avow, &c. all and every such actions, suits, &c. which he the said R. his, &c. shall at any time hereafter commence or prosecute at the costs and charges of the said R.S. &c. against any person or persons, for recovery or obtaining of all or any the said debts, &c. in the Schedule annexed to this present Indenture, called &c. mentioned or expressed. Ratifying, &c. all and every matter and thing whatsoever, which the said R S. his, &c. or any of them shall commence, make do, execute or prosecute, for the receiving, recovering, levying, &c. the said debts, &c. or any of them. And the said R S. for him, his, &c. and every of them in consideration of the premisses, doth by these presents covenant and grant to and with the said R.E, his, &c. and every of them, that he the said R.S. his, &c. shall and will from time to time, and at all times hereafter sufficiently acquit, discharge and save harmeless the said R.E. his, &c. and every of them of and from all manner of dammages, troubles, suits, arrests, costs and charges whatsoever, which shall be taxed upon, or happen to be had, brought, recovered, or obtained against the said R E. his, &c. goods, chattels or lands, for or by reason of any action, suit, plaint, process, judgement, arrest or execution which the said R.S. his, &c. shall hereafter bring, commence, pursue or prosecute,

cause to be, &c. against any person or persons, the said Schedule annexed to this present Indenture called the first Schedule named, contained or mentioned there, &c. for the recovering or obtaining of the said debts, duties, &c. in the said Schedule mentioned. And the said R.S. for him, his &c. doth further covenant, grant, assign, set over, remise and release unto the said R.E. all and every the debts, obligations and bills obligatory, and severall summs of money, duties and demands in the said Schedule called R. &c. annexed to this present Indenture allotted to the said R.S. contained and expressed, and all bills, bonds, obligatory writings and specialties whatsoever, touching or concerning the same or any of them, and all his part, portion, interest, or demand therein, or thereunto, or of any part or parcell thereof, together with all such benefit and commodity as the said R.S his, &c. can or may lawfully have, take, or receive, upon or by reason of any the said debts, duties or demands, contained or expressed in the said Schedule, &c. And that all and every the severall summs of money in the said Schedule, &c. annexed to these presents, conteined and expressed, shall be and remain fully and wholly to the said R.S. his, &c. without let, trouble or contradiction, or without any accompt, or other thing to be therefore rendred or yielded unto the said R.S. his, &c. or any of them. And the said R.S. doth by these presents further covenant, promise and grant, to and with the said R.E. his, &c. That neither the said W.S. in his life-time, nor the said R.S. sithence the time of his decease, nor either of them heretofore have not received, released, or discharged, nor that the said R.S. his, &c. shall or will receive, release, or discharge all or any of the said debts, duties, summ or summs of money or demands in the said Schedule,

&c.

&c. conteined or expreſſed, and allotted to the
R.E. for his part of the premiſſes as aforeſaid, w
out the conſent of the ſaid R.E. his, &c. there
firſt had and obtained in writing under his or
hands: Nor otherwiſe voluntarily or willingly
charge, hinder or delay any action, ſuit or p
whatſoever, which the ſaid R.E. his, &c. ſhall
time hereafter commence, &c. for recovery or obt
ing of all or any the ſaid debts, &c. in the ſaid
dule, &c. mentioned: and whereas the debt-books,
other books, bills, bonds, obligations and ſpeci
wherein the debts, duties and demands before
tioned, and wherein or whereby any wares or
chandizes were ſold, or delivered to the perſons in
ſaid Schedule named, are contained or expreſſed,
now in the hands and poſſeſſion of the ſaid R.S. th
fore the ſaid R.S. doth covenant for him, his, &c
deliver the ſame to the ſaid R.E. his, &c. upon de
and ſhall and will likewiſe upon the like requ
the place aforeſaid, produce and ſhew forth to the
R.E. the ſaid book called the debt-book, and all o
books, ſcores and writings, which remain in the ha
poſſeſſion or cuſtody of the ſaid R.S. wherein
ſaid debts, duties or demands, or any of them cont
ed in the ſaid Schedule, &c. are mentioned or
preſſed, or whereby or wherein any wares or merch
dizes, touching or concerning the ſame, were ſold
delivered to any the perſons in the ſaid Schedule,
whereby the ſaid R.E. may have and take the ve
benefit and uſe thereof, to be ſhewed or produced fo
in any Court or Courts of Record, or elſewhere
the declaring, proving or recovering of all or any
ſaid debts in the ſaid Schedule, &c. or other occa
ons whatſoever without any let, &c. In witneſs,

Conveyance from I.T. and El. his wife, (being Tenant in tayle to R.H and El. his wife, and the heirs and assigns of R.H. for ever.

THis Indenture, &c. between I.T. of, &c. Gent. and *Elinor* his wife, Cousin and next heir of T. late of the City of, &c. Gent. deceased, without issue of his body (that is to say) only daughter and heir of W.L. Gent. elder brother and heir of the said T.L. of th'one part, and R.H. of, &c. and Elinor his wife of th'other part, witnesseth, that they the said I.T. and El. his wife, as well for and in consideration of the summ of 210.l. of, &c. by the said R.H. unto them the said I.T. and El. his wife, at the ensealing and delivery of these presents well and truly in hand paid, the receipt whereof they the said I.T. and El. his wife, do hereby acknowledge, and thereof and of every part and parcell thereof, do fully clearly, and absolutely acquit, exonerate, and discharge the said R.H his heirs, Executors and Administrators, and every of them by these presents, have granted, demised, bargained, sold and confirmed, and by these presents, &c. unto the said R.H. and El. his wife, all that one messuage or tenement, &c. together also with all and singular the rooms, sellars, chambers, halls, parlours, chambers, houses, housings, stables, pavements, courts, yards, easements, and other hereditaments, emoluments and appurtenances whatsoever, unto the said messuage or tenement and premisses, or any of them appurtenant, belonging or appertaining, or had, used, demised, occupied or enjoyed as part, parcel or member thereof or as thereunto, or to any part thereof belonging or appertaining, and the reversion and reversions, remainder and remainders of them and every of them, and also

the

they the said I.T. and El. his wife, for the consi-
deration aforesaid, have granted, bargained and sold,
and by, &c. unto the said R.H. his heirs and assigns,
all and singular letters-pattents, exemplifications of
fines and recoveries, chirographies of fines, charters,
deeds, Indentures, counterpanes, writings, evidences,
escripts and minuments whatsoever concerning only
the premisses hereby mentioned, to be bargained and
sold, or only any part thereof, and which now are in
the hands, custody or possession of the said I.T. or
of any other person or persons, by his delivery or ap-
pointment, or to his use, or the use of the said El.
his wife, and which he may have, obtaine or come
by, without suit in the law, and also true copies of
all such other letters-pattents, exemplifications of
fines and recoveries, chirographies of fines, charters,
deeds, indentures, counterpanes, writings, evidences,
escripts and minuments whatsoever, amongst other
things concerning the premisses, or any part thereof,
and which now are in the hands, custody or posses-
on of the said I.T. or any other person or persons, by
his delivery or appointment, or to his use, or which
he may have, obtaine or come by without suit in the
law; all and singular which said letters-pattents, ex-
emplifications, chirographies, charters, deeds, inden-
tures, counterpanes, writings, evidences, escripts and
minuments, so hereby bargained and sold by the said
I.T. he the said I.T. doth hereby grant and agree
to deliver, or cause to be delivered to the said R.H.
his heirs or assigns, on this side the Feast of the An-
nunciation of the blessed Virgin *Mary*, now next com-
ing, safe, uncancelled and undefaced, as now the
same are, together with the said copies, the writings
of the said copies to be paid for by the said R.H. at
the receipt of the said copies, to have and to hold the
said messuage or tenement and backside, and all

and

singular other the premiſes hereby mentioned, to bargained and ſold, and every of them, with their every of their appurtenances, & the reverſions and mainders of them and every of them, unto the ſaid H and *El.* his wife, and the heirs and aſſigns of the R H. to the onely proper uſe and behoof of the ſaid H. and *El.* his wife, and the heirs and aſſigns of the R.H. for ever, without any mortgage, condition, emption, uſe or limitation, to recall, alter, charge determine the ſame to be holden of the chief Lord, Lords of the fee or fees, whereof the premiſſes e been holden by the rents and ſevices therefore e and of right accuſtomed. And the ſaid I.T. for himſelf, his heirs, executors and adminiſtrators, doth covenant and grant to and with the ſaid R.H. his heirs and aſſigns, and to and with every of them by theſe preſents, that ſhe the ſaid *El* his wife, is ſeized of the reverſion of the ſaid bargained premiſſes in an eſtate to her and the heirs of her body lawfully begotten, immediately expectant upon an eſtate for the life of *Hellen Cl.* now wife of *Leo. Cl.* of, &c. Gent. with further remainder or reverſion immediately expectant upon the ſaid eſtate taile, to the right heirs of the ſaid *El.* for ever (without any reverſion or remainder of the ſame, or of any part thereof, in our ſovereign Lord the King, or otherwiſe) of the full, abſolute reverſion, in fee ſimple expectant, upon the ſaid eſtate for life of the ſaid *Hellen*: And the ſaid I.T. for himſelf, his heirs, executors and adminiſtrators, doth covenant and grant to and with the ſaid R.H. his heirs and aſſigns, and to and with every of them by theſe preſents, that they the ſaid R.H. and *El.* his wife, and the heirs and aſſigns of the ſaid R H. and every of them, ſhall and may from time to time, and at all times hereafter, for ever, after the deceaſe of the ſaid *Hellen*, peaceably and quietly

have

have, hold, occupie, poſſeſſe and enjoy the ſaid meſſuage or tenement, back-ſide, and premiſſes without the let, interruption, trouble, expulſion or eviction of the ſaid I.T. and *El.* his wife, or either of them, or of their or either of their heirs, of the or either of their bodies, begotten or to be begotten or any other heir or heirs of them, or either of them or of any heir or heirs of T.L. Gent. deceaſed, & without any lawfull let, trouble, interruption, expulſion or eviction of any other perſon or perſons whatſoever now having or lawfully claiming to have, or which hereafter may have, or lawfully claim to have any manner of eſtate, right, title, intereſt, thing or demand of, in, to, or out of the ſaid bargained premiſſes or any of them, by, for, from or under them, or any of them, or by, from or under the ſaid *Hellen*, or by their or any of their means, conſent or procurement (except ſuch perſon and perſons, which may lawfully claim under the leaſes and eſtates herein after excepted) and freed and diſcharged, or otherwiſe within convenient time, after reaſonable requeſt, well and ſufficiently ſaved and kept harmleſs, and indempnified by the ſaid I.T. his heirs, executors and adminiſtrators, or ſome or one of them, of and from all and all manner of former and other bargaines, ſales, gifts, grants, alienations, eſtates, leaſes, jointures, dowers, uſes, wills, entayles, rent, charges, rents, feck, and arrearages of all manner of rents, ſtatutes merchant, and of the ſtaple recognizances, judgements, executions, fines, poſt-fines, and of and from all other titles, troubles, charges and incumbrances whatſoever heretofore had, made, done, committed, omitted, or wittingly or willingly ſuffered or procured, or hereafter to be had, made, done, committed, wittingly or willingly ſuffered or procured by the ſaid I.T. and *El.* T.L. and H. or either

of

ny of them, their or either, or any of their heirs, ſigns, or by any other perſon or perſons whatſo-, by their or any either of their means, aſſent, ent or procurement, one eſtate thereof heretofore le by the ſaid T.L. and *Hellen* his late wife, by and other aſſurances to the uſe of the ſaid T.L. *Hellen*, and the heires of the ſaid T.L. and one made by the ſaid *Hellen* and I.T. and *El.* his to R. by Indenture bearing date *April* 25. the twelfth year, &c. and all arrearges of , now accrued or to accrue, by reaſon of the , and one other leaſe made by the ſaid I. and *El.* to the ſaid *Hellen* for one hundred , for better ſecurity of payment of 6.l. *per an-*, to the ſaid *Helen*, and her aſſigns, during her only excepted, and ſore-prized: and the ſaid I.T. himſelf, his executors and adminiſtrators, doth nant and grant, to and with the ſaid R.H. and his wife, and the heirs and aſſigns of the ſaid by theſe preſents that they the ſaid I.T. and *El.* wife, and either of them, and their and either of heirs and all and every other perſon and per-, now having or lawfully claiming to have, or ich at any time hereafter ſhall or may lawfully im to have any eſtate, right, title or intereſt, of, or to the ſaid premiſſes, and every or any of em, by, from, or under the ſaid I.T. and *El.* his ife, and T.L. or by, from or under either or any of em, other than the ſaid *Hellen*, and ſuch as may aim under her, for her eſtate as aforeſaid, and o- er than ſuch, which may claim under the ſaid ex-pted leaſes or either of them, ſhall and will from me to time, and at all times after the date of theſe eſents, at and upon the reaſonable requeſt, and on- coſt and charges in the law of the ſaid R.H. and his wife, and the heirs and aſſigns of the ſaid

R,

R.H. or any of them do, make, knowledge, execute and suffer, or cause to be done, made, knowledged executed and suffered, all and every such further, lawfull and reasonable act and acts, thing and things, devise and devises, assurances and conveyances in the law whatsoever, which shall be or may be for the more better and perfect assurance, sure-making and conveying of all and singular the said bargained premisses, and every part and parcell thereof, with the appurtenances unto the said R.H. and *El.* his wife, and the heirs and assigns of the said R.H. to the only proper use and behoof of the said R.H. and *El.* his wife, and of the heirs and assigns of the said R.H. for ever according to the true intent and meaning of these presents, be it by fine, feoffement, recovery, with single, double, or more voucher or vouchers, over deed or deeds inrolled or not inrolled, the inrollment of these presents, release or confirmation with warranty or without warranty, or by all, every, any or as many of the said wayes and means, as by the said R.H. and *El.* his wife, his heirs or assigns, or his or their or any of their conncill learned in the law, shall be reasonably devised, advised and required, so as the making, doing, knowleging, executing, suffering or performing such further acts, things, devises, assurances and conveyances, or any of them, the person or persons that are to make such further assurance by force of this covenant, or any of them, be not compelled to travell above the space of twenty miles, nor by such acts, things, devises, assurances or conveyances, or any of them be compelled or compellable, to warrant, acquit or defend the premisses, or any of them, more largely, or more generally, then onely against acts, charges, titles, troubles, and incumbrances, had, made or done, or wittingly or willingly suffered by them, or by any of their means, assent,

consent, privity or procurement, but not in any to warrant against the said leases and estates be- excepted, or either or any of them. And more- it is covenanted, granted, concluded and agreed on, by and between all and every the said parties these presents, that all and every fines, feoffments coveries, acts, things, assurances and conveyances the law whatsoever, hereafter to be had, made, le- ed, suffered, executed or performed, of the said pre- ses or any part thereof, and whereunto the said T. and E. his wife, or either of them, or their or ei- er of their heirs shall in any wise be party or partys uchee or vouchees, shall be and enure, and shall be med, construed, reputed, adjudged, and taken to and enure, to the only proper use and behoof of the said R. H. and E. his wife, and of his heirs and as- s for ever, and to none other use or uses, intents or rposes whatsoever. And this, Indenture further wit- seth, that the said I. T. for the consideration a- e said, hath granted, bargained, sold and confirmed by, &c. unto the said R. H. his Executors, admi- istrators and assigns, all such goods, implements, household-stuff, utensils, and things which are men- oned in a Schedule indented, hereunto annexed, and doth hereby also Covenant and grant to and with the said R. H. his executors, administrators and as- gns, that he hath full power and sufficient and good ght and property to grant the same accordingly: & the said I. T. for himself, &c. doth covenant to and with the said R. H. his heirs and assigns, that he, his heires and assignes, shall and will at all times hereafter, upon the request and at the charges of the said R. H. his heirs or assigns, shew or cause to be shewn forth in any Court of Law or equity, or other place necessary, all evidences which he or they shall have in their hands, or may lawfully come by,

without ſuit of Law, concerning the ſaid bargained premiſſes or any part thereof, for maintenance of his eſtate hereby mentioned, to be aſſured unto him and his heirs, and ſhall and will permit and ſuffer the ſame to remain in ſuch court or place, ſo long as ſhall be neceſſary in ſuch behalf. In witneſs whereof, &c.

Robert Farr (*being ſeized of a tenement in fee with remainders, wherein* Eliz. Farr *hath an eſtate for her life*) *having levyed a fine, now ſuffereth a recovery and ſetleth and aſſureth the ſame to* Robert Black *and his heirs in fee ſimple by the ſubſequent deed.*

THis Indenture *quadripartite*, &c. between *Robert Farr*, ſonne and heir of, &c. G.G. and E.*Ar.* of &c. of the firſt part, *Robert Black* of, &c. of the ſecond part, W.H. and T.H. of, &c. of the third part, and I.P. and H. *Bl.* of the fourth part, witneſſeth, that for and in conſideration of the ſumme of 200.l. of, &c. to the ſaid.R.F. before the enſealing and delivery hereof, well and truely ſatisfied and paid by the ſaid R.*Bl.* whereof the ſaid R.F doth by theſe preſents acknowledge the receipt, and whereof, &c. He the ſaid R F. and the ſaid G.G. and E.*Ar.* at his requeſt and nomination have and every of them hath, (by and with the conſent and direction of the ſaid R.B.) granted, bargained, ſold, aliened and confirmed, and by, &c. unto the ſaid W.F. and T.Y. all that great meſſuage, &c. together with all houſes, buildings, &c. and the rents, ſervices reverſions and remainders thereof, and alſo all the eſtate, right, title, intereſt, chalenge claim and demand whatſoever, of them the ſaid R.E. G.G. and E.*Ar.* and every or any of them, of, in and to the ſaid granted tenement, &c. and alſo all deeds, evidences, charters, writings, eſcripts and minuments whatſoever, which do touch

ncerning the ſaid ganted premiſſes, or any part
reof, To have and to hold the ſaid meſſuage or te-
ent, garden and premiſſes before, hereby granted
nveyed, or mentioned, or intended to be hereby
ed and conveyed, and every part and parcell
reof, with the appurtenances unto the ſaid W.F.
T.Y. their heirs and aſſigns, to the onely uſes, in-
s and purpoſes hereafter in theſe preſents limited,
ves'd and declar'd, that is to ſay, to the uſe of them
ſaid W.F. and T.Y. and of their heirs, untill a
d and perfect common recovery ſhall be in due
e of law, at the coſts and charges of the ſaid
. or his heirs, had and executed, of and for the
hereby granted or intended to be granted, meſ-
tenement and premiſſes againſt them the ſaid
. and T.Y. before the juſtices of the Court of
mon Pleas at *Weſtminſter*, according to the uſu-
rſe of common recoveries in the ſame court uſed
ſſurance of lands & tenements; in which recovery
ſaid I.P. and H.B. ſhall be demandants and re-
verers, and the ſaid R.F. ſhall be vouched to war-
nty as ſuch recovery ſo to be had, be had and exe-
ted before the end of the term of St. *Hillary* next
ing the date hereof, and from and after the full
ecution of the ſaid recovery, (in caſe the ſame ſhall
had and executed before the end of the ſame term
St. *Hillary*, the ſaid Recoverers intended ſhall ſtand
ſeiſed, or in caſe the ſaid recovery intended to be had
not be had and executed by the time aforeſaid)
om and after the end of the ſame term of St.
lary, to the uſe of the ſaid R.B. and of his heirs
aſſigns for evermore, and to and for none other
tent or purpoſe, to be holden of the chief Lord
Lords of the Fee or Fees of the premiſſes by the
ual ſervices therefore due, and of right accuſtom-
And the ſaid R.F. for himſelf, his heirs, execu-

tors and administrators, and for every of them do
covenant, promise and grant, to and with the said
B. his heirs and assigns by these presents, that for
notwithstanding any act, matter or thing, had
or done to the contrary by him and the said
father deceased, or either of them (except as
after is excepted) the said R F. G. G. and E. A.
some of them are, or one of them is, at the ensea
and delivery hereof, the true and lawful owners
owner of the said granted, or intended to be gra
premisses, and every part and parcel therof, and of
in the same, and every part and parcel therof law
and rightfully seized of a good, sure, sufficient
absolute estate of inheritance in fee-simple, in
their own right, and to the only use of them,
or one of them, his or their heirs, by good affir
right or title in the law indefezible, without any
version, remainder, or further interest in the Comm
wealth, or any other person or persons whatsoe
and also that notwithstanding as aforesaid (except
herein after is excepted) the said R. F. G. G.
E. A. or some or one of them have or hath, at
time of the ensealing and delivery hereof, full po
good right and lawful authority, to grant, convey
assure the said granted or intended to be granted
misses, and every part and parcel thereof, in
and form aforesaid, and according to the true
and meaning hereof: and further also, that the
granted messuage, tenement and premisses, and ev
part thereof, with their appurtenances now be
are, and so from time to time, and at all times he
after shall or may be, remain and continue to the
intents and purposes aforesaid, in manner and for
aforesaid, and according to the true intent and mea
ing of these presents, clearly acquitted, (freed) &
charged of and from all & all manner of former and

er bargains, ſales, gifts, grants, leaſes, mortgages, join-
res, dowers, wils, covenants, intails, ſtatutes merchant
of the ſtaple recognizances, judgments, executions,
ments, rents, charge-rents, ſeck, arrearages of rents,
nd of and from all other titles, charges, troubles and
ncumbrances whatſoever, at any time heretofore
ad, made, done, committed, omitted or ſuffered
o be done, or at any time hereafter to be had, made,
one, committed, omitted or ſuffered to be done by
im the ſaid R. F. and the ſaid E. F. his father, or ei-
her of them, except an eſtate aſſured to and upon E.
widow, late wife of the ſaid E. F. by him the
id E. for the term of the life of the ſaid E. of
he premiſſes hereby conveyed, or intended to be
onveyed, which is intended to be ſurrendred for the
etter execution of the ſaid intended recovery, and
lſo except a bargain and ſale lately made by the ſaid
. F. G. G. and E. A. to the ſaid W. F. and T. Y.
f the ſame premiſſes, to hold from *December* 20.
aſt paſt, for the term of one whole year, which bar-
ain and ſale was intended, and made for the bet-
er execution of theſe preſents, and the ſaid R. F. for
himſelf, his heirs, executors and adminiſtrators doth
further covenant, promiſe and grant to and with the
ſaid R. B. his heirs and aſſigns by theſe preſents,
that he the ſaid R. B. his heires and aſſignes
ſhall or lawfully may from time to time, and at all
times hereafter for ever, according to the true intent
and meaning of theſe preſents, peaceably and quietly
enter into, have, hold and enjoy the ſaid granted meſ-
ſuage, tenement, garden and premiſſes, and every
part and parcel thereof with the appurtenances, with-
out any let, interruption, challenge, claim, diſturb-
nce, eviction, ejection, moleſtation, hinderance or
enial, of or by the ſaid R. F. or of or by any other
erſon or perſons whatſoever, having or claiming, or

pretending to have any lawfull eſtate, right, title or in-
tereſt in or to the premiſſes or any part thereof, from,
by or under him, or his ſaid father deceaſed, (except
the ſaid *El.* F. and ſuch as ſhall or may claim, for,
by, from or under, and onely for, by, from or under
the eſtate for life of the ſaid *El.* F. and the bargaine
and ſale before herein excepted) and further alſo, that
he the ſaid R.F. and his heirs, and all and every o-
ther perſon and perſons, having or claiming to have,
or that ſhall or may have, or claim to have any right,
title, eſtate or intereſt, of, in or to the premiſes,
from, by or under him or his ſaid father (except be-
fore excepted) ſhall and will from time to time, and
at all times hereafter, during the ſpace of ten years
next enſuing the date hereof, upon the reaſonable re-
queſt, and at the coſts and charges of the ſaid R.B.
his heirs or aſſigns, make, do, ſuffer, acknowledge
and execute, or cauſe to ſuffer to be done and execu-
ted, all ſuch further and other lawfull and reaſonable
acts, things and aſſurances, for the further, better and
more perfect granting, aſſuring and conveying of the
ſaid meſſuage, tenement, garden and premiſes, before
hereby granted or mentioned, meant or intended to
be hereby granted with th'appurtenances to the uſe of
the ſaid R.B. his heirs and aſſigns for ever, accord-
ing to the true meaning of theſe preſents, as by him
the ſaid R.B. his heirs or aſſigns, or by his or
their councel learned in the law, ſhall be in that behalf
reaſonably deviſed, or adviſed and required, ſo as for
the making of ſuch further aſſurance, neither the ſaid
R.F. nor any other perſon, by whom ſuch aſſurance is
to be made, ſhalbe compelled or compellable to travel
for the doing thereof, further then the City of *London*
or *Weſtminſter*, and ſo as ſuch further aſſurance con-
taine not, nor imply any further or more general
warranty or acquitall, then is before herein com-
prized.

ized. And it is concluded and agree by and be-
ween the said parties to these presents, that all and e-
y fine and fines, recovery and recoveries, and other
rances whatsoever, at any time heretofore had,
de, suffered or execu.ed of the premisses, or at any
e hereafter be had or executed of the premisses or
y part thereof, either alone by it self, or together
th any other lands, tenements, or hereditaments,
d whereunto the said R.F. hath been, or he or his
rs shall be in any sort conusor or conusors, vouchee
r voucheers, partie or parties, shall be and enure, and
ll be deemed, adjudged and taken to be and enure,
touching the said granted premisses, to and for the
ly use of the said R.B. and of his heirs and assigns
r ever, and to or for none other use, intent or pur-
ose whatsoever; provided always, and it is the true
ent and meaning of these presents, and of all the
rties hereunto, that neither these presents nor any
ing therein conreined shall extend or be construed
extend to charge the said G.G and *E.Ar.* or either
them, their or either of their heirs, with or for any
warranty or acquitall of the said premisses or any part
thereof, other then against him and themselves respe-
tively, and his and their respective heirs. In witness
&c.

Note.

A demise, bargain and sale was made by R.H.G.G. and E.A. to W.F. and T.Y. *Habend.* to them for one year, form *Decemb.* 25. last, that the estate of fee-hold might rest in them without livery.

Note.

A Surrender is made by El. to R.F. of her estate for life, for otherwise W.F. and T.Y. could not have been made perfect tenants of the fre-hold.

John Vaugh. *(seized of a tenement* jure uxoris *for life, the remainder in fee-tail, belonging to* Th. M. *together with his wife, and the tenant in tail, conclude to convey the same to* T. S. *and his heirs the assurance is by fine and recovery, intended to be executed, the use whereof being to* T. S. *and his heirs, is directed by the following deed, wherein are comprized necessary covenants.*

THis Indenture *Quadripartite*, made, &c. between I. V. of, &c. and *Mary* his wife, late the wife of E. M. late of &c. deceased, of the first part, Tho. M. of, &c. son and heir of the said E. M. on the body of the said *Mary* begotten, of the second part, Th. of &c. of the third part, and W. F. of, &c. of the fourth part. Whereas the said J. V. and M. his wife, stand seized in the right of the said M. of an estate of free-hold, for term of the life of the said M. the remainder thereof in fee-tail to the said T. M. party to these presents belonging with divers remainders over, of and in all that one great or capital messuage, &c. and also of and in all houses, edifices, &c. witnesseth now this present Indenture, that for and in consideration of the summe of 600. l. of, &c. to the said, &c. well and truly paid and satisfyed, it is concluded and agreed by and between the said parties to these presents, that a good and perfect estate of inheritance in fee-simple, shall be conveyed, setled and assured to and upon the said T. S. of and in all and singular the said great capital messuage, or tenement and mansion house, now used as two houses as aforesaid, and all other the premisses, before mentioned, with their and every of their rights, members and appur-

enances, and that to that end, intent and pur-
, the said *John* V. and *Mary* his wife, and
M. party to these presents, shall and will be-
the end of *Michaelmas* term, now next ensuing
ate hereof acknowledg and levy to the said W. F.
his heirs, one fine *sur connuzance de droit come*
&c. to be sued out with Proclamations accord-
to the form of the Statute in that case made and
vided of all and singular the said capitall messuage
mansion-house, and other the premisses, with
ppurtenances, by the name of two messuages with
ppurtenances in the Parish of, &c. or by some o-
apt name or names, as by councel shalbe thought
t, to the intent to make the said W. F. perfect te-
e of the free-hold of the premisses, that so one
of entry *sur disseisin en le post* issuing out of the
Court of Chancery, and to be returnable be-
the Justices of the Court of Common Pleas at
minster may be obtained and sued out, whereby
said T. S. shall demand against the said W. E.
the said capital messuage or mansion house and
misses, by some apt name or names, as by counsel
l be advised, to which writ the said W. F. shall
ppear in person, or by Atturney thereunto lawfully
thorized, and after count or declaration against
m by the said T. S. he the said W. F. shall make
fence by words of course and vouch to warranty,
the said T. M. party to these presents, who shall like-
wise appear in person, or by his Atturney in that be-
half, lawfully and sufficiently authorized, and after
count or declaration against him by the said T. S.
shall make defence by words of course, and vouch to
warranty the common vouchee who shall appear in
person at the Bar of the said Court of Common-
Pleas, and after declaration against him, shall make
defence and enter into the warranty, and afterwards
make

make default, whereupon severall judgments shall
may be had, that so a good and perfect common
covery with double voucher, according to the co
of common recoveries in the said Court of Comm
Pleas used may be had and executed of the premi
And this Indenture further witnesseth, and it is
true intent and meaning of these presents, and of
the parties to the same, that the said recovery so
in any other manner to be had or executed, and
whole execution of the fine and recovery of the
capitall messuages and premisses to be had
executed as aforesaid, shall be and enure,
shall be deemed, adjudged, construed and
to be and enure, to and for the onely pro
use and behoof of the said T.S. and of his heirs
assigns for ever, and to none other use, intent or pu
pose whatsoever. And the said *John V.* for himself
his heirs, executors and administrators, doth cov
nant, promise and grant to and with the said T.
his heirs and assigns by these presents, that (
and excepting the terms and estates herein after ex
cepted) He the said I.V. and *Mary* his wife, at
time of th'ensealing and delivery hereof are, and
untill the fine aforesaid, by them to be levied a
foresaid, shall be fully executed as aforesaid shall
seized in the right of the said *Mary* of a good estate
free-hold for the life of the said *Mary*, of and in th
capitall messuage, manſion-house and premisses be
fore mentioned, to be setled and assured to or upo
the said T.S. or his heirs as aforesaid, and that
said I.V. and *Mary* his wife now have, and untill
aforesaid, shall have full power, good right, and la
full authority to convey and assure the premisses
the said T.S. and his heirs, for the life of the sa
Mary according to the true intent and meaning
these presents, and also that the said capitall messua

mſion-houſe and premiſſes before mentioned or
ded to be hereby ſetled or aſſured as aforeſaid,
every part and pareell thereof with the appurte-
es now be and are, and ſo from time to time,
t all times for ever, ſhall or may be, remaine and
inue unto the ſaid T.S. his heirs and aſſigns,
ding to the limitation aforeſaid, and according
the true intent and meaning of theſe preſents,
ly aquitted, exonerated and diſcharged, or o-
iſe by the ſaid I.V. his executors or adminiſtra-
well and ſufficiently ſaved and kept harmeleſs of
om all former and other grants, leaſes, morga-
ſtates, acts, titles, charge, trouble and incumbran-
whatſoever, had, made or done, or to be had,
done or committed by him the ſaid *John V.*
Mary his wife or either of them, except and fore-
d one leaſe of Indenture bearing date, &c. made
ranted by the ſaid *John V.* and *Mary* his wife,
T.M. party to theſe preſents, of certaine parts of
ſaid capitall meſſuage then, &c. for the term of
years, from the Feaſt of the birth of our Lord
d, then laſt paſt, upon which is reſerved the year-
ent of 30.l. and 10.ſh. and alſo except and fore-
ted ſuch term and inereſt as *Tho. A.* hath in the
er parts of the ſaid capitall meſſuage, by vertue of
leaſe heretofore made to *Simon* L. Mercer de-
ed, for certain years yet to come, under the year-
ent of 44.l. and 10.ſh. which ſaid ſeverall yearly
s from hencceforth, for and during the reſt and
due to come, of the reſpective terms before men
ed, to grow due and payable, it is concluded and
eed by and between the ſaid parties to theſe pre-
and every of them, and declared to be their
intent and meaning, ſhall continue, and be due
payable, and ought to be paid to the ſaid T.S.
heirs or aſſigns; and the ſaid I.V. for himſelf,
his

his heirs, executors and administrators, doth
ther covenant and grant to and with the said T
his heirs and assigns by these presents, that he
said T.S. his heirs and assigns, shall or lawfully
from time to time, and at all times hereafter, for
ver peaceably and quietly enter into, have, hold
enjoy all and singular the capital messuage, manſi
house and premisses before mentioned, or inten
to be hereby setled or assured, and every part and
cell thereof with their and every of their rig
members and appurtenances, without any let, int
ruption, disturbance or incumbrance of, or by th
the said I. V. and Mary his wife, or either of th
or of or by any other person or persons, lawfu
claiming or to claim, or having right or title from
by or under them, or either of them, their or eith
of their act, right, title or estate, except such a th
or may claim by or under the leases before excep
ed, or either of them, and for the terms or inter
in or by the same leases granted only, and also th
he the said I. V. and Mary his wife, and either
them, shall and will from time to time, upon th
reasonable requeſt, and at the costs and charges
the law of the said T. S his heirs and assigns, mak
do, suffer, execute and acknowledg all and every such
further and other lawful and reasonable acts, things
and assurances in the law, containing or implying
no further or more general warranty or acquittall
than onely against them the said I. V. and M. his
wife, and either of them, for the better assuring and
sure making of the said Premisses to the said T. S.
his heirs and assigns, as by him or them, or by his
or their Council learned in the Law, shall be in that
behalf reasonably devised, advised or required, and
so as for the doig thereof, neither the said I. V. or
Mary be compelled to travell above ten miles from
the

place of his or her respective dwelling or abode,
the time of such request to be made. And the said
d. party to these presents, for himself, his heirs,
ecutors and administrators, and every of them,
h covenant and grant, to and with the said T. S.
heirs and assigns by these presents, that saving
excepting the terms and interests herein before
cepted, he the said T.M. at the time of the en-
ling and delivery hereof, is seized of a good, per-
t and absolute estate of inheritance in fee-simple,
and in the said capital messuage, mansion-house
d premisses before mentioned, or intended to be
ed or assured, and until, &c. shall be settled and
ured to and on the said T.S. his heires and as-
ns, according to the limitation aforesaid, and the
e intent and meaning of these presents, shall be
ized of all and singular the same capital messuage,
ansion-house and premisses, with th'appurtenances
a good, lawful and sufficient estate of inheritance,
fee-tail expectant, upon the death of the said
ary Vaughan, and at the time of th'ensealing and
elivery hereof, hath, and until as aforesaid shall
ave full power, good right and lawfull authority,
convey, settle and assure the premisses, to and upon
the said T. S. his heires and assignes for ever, in
form aforesaid, according to the true intent and
meaning of these presents, and also that all and singu-
r the said capital messuage or mansion-house, and
ther the premisses before herein mentioned or in-
nded to be conveyed, settled or assured as aforesaid,
nd every part and parcel thereof, with the appurte-
nances, now be and are, and so from time to time, and
t all times hereafter for ever, shall or may be, re-
main and continue unto the said T. S. his heirs and
ssigns, according to the limitation aforesaid, and
the true intent and meaning of these presents clearly

ac

acquitted, exonerated and discharged, or otherwise him the said T.M. Party to these presents, heirs, executors or administrators, well and sufficiently saved and kept harmeless, of and from all all manner of former and other bargains, sales, grants, leases, mortgages, estates, joyntures, dow wills, Covenants, entails, statute-merchant, and of staple, recognizances, judgements, executions, tents, debts to the Common-wealth, debts of reco and of and from all other titles, charges, troubles incumbrances whatsoever, at any time heretof had, made, done, committed or suffered to done, or at any time hereafter to be had, made, do committed or suffered to be done by them the sa T.M. and the said E.M. his father, and T. his grand-father, or any of them, or by any other person or persons whatsoever, the said leases herein before mentioned to be excepted, and either of them the said estate, for life of the said M.V. and the le farm-rent of 16.sh. issuing, or yearly due and paya out of or for the said premisses, to the Major and Commonlaty of the said City of B. onely excepted and fore-prized; and the said T.M. for himself, his heirs, executors and administrators, doth further covenant and grant to and with the said T.S. his heirs and assigns by these presents, that he the said T.S. his heirs & assigns, and his and their farmers and tenants shall, or lawfully may from time to time, and at all times hereafter, for ever peaceably and quietly enter into, have, hold, use, occupie, possess and enjoy all and singular the said capitall messuage, mansion-house & premisses before mentioned, or intended to be conveyed, serled or assured, and every part and parcell thereof with th'appurtenances, and take, receive and enjoy the rents, issues and profits thereof, to his and their own use, without any let, interruption, di-

stur-

ance or incumbrance of or by him the said
, or his heirs, or of or by any other person or
ons whatsoever, claiming or to claim, or having
retending to have any lawfull estate, right, title,
ft or thing, of, in, to or out of the premisses, or
part thereof (except such as shall or may claim
by or under the leases, estates and rents before
in excepted, or any of them) And further that
he said T.M. and his heirs, and all and every o-
person and persons, that shall or may claim
, by or under him, shall and will from time to
, and at all times hereafter upon the reasonable
est, and at the costs and charges in the law of the
T.S. his heirs or assigns, make, do, suffer, exe,
and acknowledge, or cause to be made, done,
ed, executed and acknowledged, all and every
further, and other reasonable and lawfull acts,
s and assurances in the law whatsoever, for the
er and better assuring, sure-making, setling and
eying to the said T.S. his heirs and assigns
ll and singular the said capitall messuage or man-
-house and premises before hereby mentioned, or
ded to be hereby setled, conveyed or assured, and
ry part and parcel therof by such ways & means in
law, as by him the said T.S. his heirs or assigns,
by his or their Councel learned in the law, shall be
that behalf reasonably devised or advised and requi-
so as for the doing thereof the said T.M. & such o-
s as are or ought to make such further assurance by
e of these Covenants, be not compelled or com-
llable to travell above fifty miles from the place of
or their respective dwelling or abode at the time
such request to be made: & it is declared to be the
intient and meaning of these presents, and of al the
ies to the same, that all fines, feoffments, reco-
ies, conveyances and assurances at any time hereafter

to

to be had, levied, ſuffered, executed or acknowledged by or between the ſaid parties hereunto, or any of them or any other perſon or perſons whatſoever of the ſaid capital meſſuage or manſion-houſe & premiſſes before mentioned, or any part thereof, either alone by it ſelf or together with any other lands, tenements or hereditaments ſhall be an enure, and ſhall be deemed, adjudged, conſtrued and expounded, to be an enure, and for the only uſe and behoof of the ſaid T.S. and of his heirs and aſſigns for ever, and to none other uſe, intent or purpoſe: and the ſaid I.V. and M. his wife, and T.M. Party to theſe preſents, for the conſiderations aforeſaid, have granted, bargained and ſold, and by theſe preſents do grant, bargain and ſell to the ſaid T.S and hir heirs, all and every the deeds, charters, evidences, writings, counterparts of leaſes, eſcripts, and minuments, which do touch or concern the ſaid meſſuage and tenement, or any part or parcel thereof, all which or as many of them as now are, or be in the hands or poſſeſſion of the ſaid I.V. and M. his wife, or either of them, or of any other perſon or perſons, to his, her, or their own uſe. or by his or her delivery, or in the hands or poſſeſſion of the ſaid T.M. party to theſe preſents, or of any other perſon or perſons, to his or by his delivery, the ſaid I.V. for himſelf, his executors and adminiſtrators reſpectively, and the ſaid T.M. for him, his heirs, executors and adminiſtrators, do ſeverally and reſpectively covenant and agree, to deliver or cauſe to be delivered, uncancelled and undefaced, or in as good condition and plight as now the ſame are unto the ſaid T.S. his heirs or aſſigns before the Feaſt-day of the birth of our Lord God next enſuing the date hereof. In witneſs wherof all the ſaid parties to every part of this Indenture *Quadripartite*, have put their hands and ſeals,

William

liam King (being seized of lands and, &c. in fee-tail with remainders) dieth, having issue three daugh-ters, who as co-heirs enter. Now S. N. and Hest. his wife one of the co-heirs (for the better conveying of Hesters third part to J. F. and his heirs) suffer a re-covery, and by this deed together with the tenants of the free-hold, and the Recoverers direct the use of the same recovery.

THis Indenture *Tripartite*, &c. between *Sam. N.* &c. and *Hester* his wife, (one of the daughters co-heirs of W. K. late of, &c. deceased) of the part, J. F. the younger of, &c. of the second part, T. Y. of, &c. and N. L. and R. T. of the d part, witnesseth, that whereas the said S. N. and er his wife, in the right of the said *Hester* were the beginning of the term of St. *Michael*, now last , and before seized in fee-tail, with divers re-nders over, of and in one full third part (the ole into three equal parts to be divided) of all that nement, &c. containing by estimation one yard d, with th'appurtenances, set, lying, and being in ndry aforesaid, in the said County of *Somerset*, d of and in all houses, edifices, buildings, barns, bles, orchards, gardens, backsides, lands, tenements, ddows, leasows, pastures, commons, common of ture, woods, underwoods, profits, commodities, e-luments and hereditaments whatsoever, to the said ssuage and premisses, or any of them, or to any t and parcel of them belonging, or in any wise ap-taining, and whereas the said S. N. and H. his e, being so seized as aforesaid, since the beginning the said last term of Saint *Michael* did, for and consideration of the summe of 200 l. of, &c. to m by the said I. F. before th'ensealing and deli-

very hereof, well and truly paid and satisfyed, where
they do hereby acknowledge the receipt, and there
and of every part and parcel thereof, do clearly
quit and discharge the said I. F. his heirs, execut
nd administrators by these presents, conclude and
gree to and with the said I. F. to convey and assure
the said I. F. his heirs and assigns for ever, to
only and proper use and behoof of him the said I.
his heirs and assignes for evermore, the one full th
part of all and singular the tenement, cottages, lan
and premisses, before in these presents mentione
expressed, and of all and singular other the messu
lands, tenements & hereditaments whatsoever wi
the Parish of *Dundry* and *Chew* aforesaid, or eithe
them, whereof the said *William King* the young
(father of the said *Hester*) in his life-time, and a
time of his death was seized of an estate of inherit
by such waies, means and assurance in the law, a
the counsel of the said I. H. should be advised
thought meet, and wheras it was advised and thou
meet by the Counsel of the said I. F. and conclu
and agreed by and between the said parties to th
presents, that a common recovery with double v
cher should be suffered and executed of the said t
part, by the said S. M. and H. his wife, of t
messuages, tenement, cottage, lands and premisses
fore in these presents mentioned or expressed, for
cutting off the said intail, and barring all remainde
and for the assuring and settling of the inheritance
the same third part, to and on the said I. F. his he
and assigns for ever, in pursuance of which said a
vice, conclusion and agreement, they the said S. M.
Hester his wife, by their Deed indented, bear
date the first day of this instant moneth of *Novemb*
and inrolled in the High Court of Chancery th
nineteenth day of the same moneth, (made betwee
them

the ſaid S.N. and *Heſter* of the one part, and ſaid T.Y. of the other part) have granted, bar-ed and ſold to the ſaid T.Y. and his heirs, on third part (the whole in three equal parts to be de-d) of all and ſingular the tenement, cottage, lands premiſſes before in theſe preſents, mention'd or ex-ted, and of all and ſingular other the lands, tene-ts and hereditaments whatſoever, within the pa-es of *Dundry* and *Chew* aforeſaid, or either of n, whereof the ſaid *W. King* the younger (father he ſaid *Heſter*) in his life-time and at the time is death was ſeized of an eſtate of inheritance, the rents, reverſions and ſervices thereof, to be had holden to the ſaid T.Y. perfect tenant of the hold of the premiſſes, that a good, perfect and mon recovery, with double voucher, might of be had and executed in purſuance of, and ac-ing to the ſaid concluſion and agreement; and eas afterwards in the ſame term of Saint *Michael* ding to the concluſion and agreement aſore-the ſaid N.L. and B.T. did purſue out of the Court of Chancery one writ of entry *Sur diſſeiſin* *poſt* returnable before the Juſtices of the Court Common Pleas at *Weſtminſter*, whereby the ſaid L. and *Ben T.* demanded againſt the ſaid T.Y. ſaid part of the meſſuage, tenement, cottage, s and things herein before mentioned or expreſ-and by the ſaid concluſion and agreement, meant or ed to be aſſured or conveyed to the ſaid I. F. and heirs as aforeſaid, by the names of the third part o meſſuages of thirty acres of land, of ten acres of dow, of thirty acers of paſture, of three acers of d, and common of paſture, with the appurtenances, Dundry and *Chew* in the county of *Somerſet*, to ch writ the ſaid T.Y appeared in perſon, and af-declaration againſt him by the ſaid N.L. and

B. T. he the ſaid T. Y. appeared in perſon at the Bar of the ſaid Court, & vouched to warranty the ſaid S. N. and H. his wife, who likewiſe appeared in perſon, and did enter in the warranty, and afterwards vouched over the common vouchee, who did likewiſe appear in perſon, and after declaration againſt him made defence, and afterwards made default, whereupon ſeveral judgments were had according to the courſe of common recoveries uſed in the ſaid Court of Common-pleas. witneſſeth now further this preſent Indenture, and it is hereby explained, declared and expreſſed, that the true intent & meaning of all the ſaid parties to theſe preſents before, and at the time of the ſuffering the ſaid recovery, was, & every ſince hath been & yet is that the ſaid recovery, & the whole execution thereof ſhould, and for ever hereafter ſhall be and enure, and the ſaid recoverers and their heirs ſhall for ever hereafter ſtand and be ſeized of and in the ſaid third part of the ſaid tenement, cottage, land and premiſſes before mentioned, with the appurtenances, to and for the only proper uſe and behoof of him the ſaid I. F. and of his heirs and aſſigns for ever, and to or for none other uſe, intent or purpoſe whatſoever, and for that end and purpoſe (according to the advice of councel, and the concluſion and agreement aforeſaid) the ſaid S. N. and H. his wife, for them and their heirs, and every of them, and either of them doth by theſe preſents remiſe, releaſe and quit-claim alll errours, writ and writs of errour, cauſe and cauſes of errour, miſ-priſions and miſ-entries and demands, which they the ſaid S. and H. or either of them, their or either of their heirs have, or hereafter may or ought to have, for or by reaſon of any errours, miſ-priſion, miſ.entry, erroneous obtaining or proſecution of the ſaid writ of entry and judgements aforeſaid, or any of them, or

matter or thing whatsoever, in or about, or any touching or concerning the said recovery, or any proceeding or prosecution thereof: And the said N. for himself, his heirs, executors and administrators, and for every of them doth covenant, promise and grant, to and with the said I. F. his heirs and assigns, and to and with every of them by these presents, that he the said S. N. and H. his wife, at the time of th'ensealing and delivery of the said recited deed, made to the said T. Y. and before mentioned to be inrolled as aforesaid, were lawfully and rightfully seized, in the right of the said H. of in one full third part (the whole in three equal parts to be divided) of all and singular the tenement, lands and premisses before herein mentioned in fee-simple or fee-tail, and at the time of the ensealing of the said deed as aforesaid, had full power, good right and lawfull authority, to grant, convey, settle and assure the said third part in manner and form aforesaid, according to the true intent and meaning of these presents, and also that the said third part of the said tenement, land and premisses before herein mentioned, or intended to be conveyed, settled or assured unto the said I. F. as aforesaid, now be and are, and so from time to time, and at all times hereafter for ever shall or may be, remain and continue unto the said I. F. his heirs and assigns according to the limitations aforesaid, and the true intent and meaning of these presents, clearly acquitted, exonerated and discharged, or otherwise by them the said S. N. and H. their executors or administrators, well and sufficiently saved and kept harmless, of and from all and all manner of former and other bargains, sales, gifts, grants, leases, mortgages, estates, jointures, dowers, wills, covenants, entails, statutes merchant, of the staple recognizances, judgements, executions,

extents, debts to the Common-wealth sequestrations debts of Record, fines, issues, amerciaments and of all from all other titles, charges, troubles and incumbrances whatsoever, at any time heretofore had, made, done committed or suffered to be done, or at any time hereafter to be had, made, done, committed or suffered to be done by the said S.N. and *Hester*, *William King* the younger, and *William King* the elder, father and grand father of the said *H.K.* or any of them, or by any other person or persons whatsoever claiming or to claim, from, by, or under them, or any of them, the said S.N. for himself, his heirs, executors and administrators, and every of them doth further covenant promise and grant, to and with the said I.F. his heirs and assigns, and every of them by these presents that he the said I.F. his heirs and assigns, and his and their farmers and tenants shall or lawfully may from time to time and at all times hereafter, for ever peaceably and quietly enter into, have, hold, use, occupie, possess and enjoy one whole third part of all and singular the tenements, lands and premisses before mentioned, and take, receive and enjoy the rents, issues and profits thereof to his and their own use, without any let, interuption, challenge, claim, disturbance or incumbrance of or by them the said S.N. and *Hester*, or either of them, their or either of their heirs, &c. or of or by any other person or persons whatsoever, lawfully claiming, or having or pretending to have any lawful estate, right, title, interest or thing of, in, to or out of the said granted third part, from, by or under the said Hester, and her said Father and grandfather, or any of them. And further

For better assurance. that he the said S. N. and Hester his wife, and the heirs of the said Hester shall and will from time to time, and at all times hereafter upon the reasonable request, & at the

costs

ts and charges in the law of the ſaid I. F. his heirs
d aſſigns, make, do, ſuffer, execute and acknow-
dge, or cauſe to be made, done, ſuffered, executed
d acknowledged, all and every ſuch reaſonable and
eaſul acts, things and aſſurances in the law whatſoever,
the further and better ſetling, aſſuring, ſure-making
d conveying to the ſaid I. F. his heirs and aſſigns,
ever, according to the true intent and meaning of
eſe preſents, the ſaid 3. part before herby mentioned
intended to be conveyed and aſſured of and in the
ements, lands and premiſſes aforeſaid, by ſuch ways
means in the Law, as by him the ſaid I. F. his
n or aſſigns, or by his or their Counſel learned in
e Law, ſhall be in that behalf reaſonably deviſed, or
ired and required, for the making whereof, the
ſaid S. N. or *Heſter*, ſhall not be compelled to travel
ve twenty miles from the place of his, her or their
elling or abode at the time of ſuch requeſt to be
e, nor to enter into any further or more generall
anty, or acquittal than is herein comprized, and
e ſaid S. N. and H. his wife, for the conſiderations
oreſaid, have granted, bargained and ſold, and
, &c. to the ſaid I. F. his heirs and aſſigns, all
eds, charters, writings and evidences which do touch
or concern the premiſſes aforeſaid, or any part there-
of, and all the right, title, and demand of them the ſaid
and H. of, in and to all and every or any the ſame
eeds, evidences and writings. In witneſs where-
of all the ſaid parties have to each part of this Inden-
ture *tripartite*, &c.

W.B. being possessed of lands, &c. for a term of ye (the inheritance of which lands in fee-simple, conveyed to R.R. and W.K. in trust to be disposed as W.B. and his wife should appoint) contracts with W. for sale, the assurance advised thus, That keeping on foot the term, and preventing incumbrances, the term should be granted to W.D. himself, the inheritance to W.D. his son, the inheritance conveyed to the son, as followeth.

THis Indenture, &c. between W.B. of &c. R. and W.K. of, &c. of the one part, and W.D. W.D. of, &c. witnesseth, that for and in consideration of the summ of, &c. to the said W.B. by the W. D. the elder before the ensealing hereof paid as well for certain terms and interests by the said W. B. to him the said W. D. already made and granted of the parcels of lands herein after granted, as the inheritance thereof hereby intended to be granted and conveyed, the said R. R. and W. K. at the request of the said W.B. and by the appointment, with the attornment of the said W. D. the elder, have and either of them hath granted, bargained, sold, aliened and confirmed, and by, &c. to the said W. the sonne and his heirs, all that messuage, tenement, &c. and all rents, reversions, remainders and services of the said premisses, and all their, and either of their right, title, interest, challenge, claim and demand whatsoever, of, in, and to the same premisses, to have, hold, and enjoy the said, &c. unto the said W.D. the son, his heirs and assigns for ever, to his and their own use for evermore, to be holden of the chief Lord or Lords of the fee or fees of the premisses, by the rent and

services therefore due, and of right accustomed: it is concluded and agreed by and between the parties that neither these presents, nor any thing in contained, shall extend or be construed to extend to bind or charge the said R. R. and W. K. or of them, their or either of their heirs touching premisses, otherwise then against his and their acts respectively. In witness whereof, &c.

Note.

That in respect of the Attornment of tenant, the of inheritance passeth legally without livery.

being seized of lands, (jure uxoris) *she being a heir, purchaseth of* J B. (*to whom the estates of the co-heirs is come*) *all the lands, the conveyance by recovery concluded to be suffered by* J B.

This Indenture, &c. between J B. of, &c. son and heir of *William Beaumont* late of &c. deceased, and M. his wife, one of the daughters and co-heirs of D.S. Gent. deceased of th'one part, and B. of, &c. *William H. I. H.* of &c. and *Rich C.* of th'other part, witnesseth, that the said *John Beaumont*, for and in consideration of the summe of [illegible] of, &c. to him by the said B. M. before, whereof, &c. hath agreed to grant, convey and to the said B. M. his heirs and assigns forever, all that toft and eight acres of land by estimation, be they more or less, called, &c. and also common of pasture for six young Beasts, and one house with th'appurtenances in *Wickware Heath*, all which premisses are scituate, &c. and now are in the tenure, holding or occupation of the said B. M in,

in the right of E. his wife, the daughter of R.W. [illegible] ceased, for term of her life, and which said premi[illegible] late were the inheritance of the said D.S. and by [illegible] after his death, descended & came to his three dau[illegible] ters, viz. the said M. E. the wife of R. C. and [illegible] the wife of I. M. the parts and portions of wh[illegible] E. C. and B. he the said W. B. purchased and [illegible] ed thereof seized. And also the said I. B. for the [illegible] sideracions aforesaid, hath agreed to grant, co[illegible] and assure to the said B. M. his heirs and ass[illegible] for ever, all other the messuages, lands, tenements [illegible] hereditaments of him the said I. B. within the P[illegible] of W. aforesaid, and all rents, reversions and serv[illegible] of the premisses, and every part thereof, by such [illegible] and means as by him the said B. M. or his Co[illegible] sel learned in the law, shall be in that behalf re[illegible] ably devised and required: and this present Inde[illegible] further witnesseth, that the said I. B. doth for [illegible] self, his heirs, executors and administrators, c[illegible] nant, promise, and grant to and with the said [illegible] M. his executors, and administrators and assig[illegible] these presents, that he the said I. B. shall and will [illegible] fore the end of *Easter*-term now next ensuing, b[illegible] deed indented and inrolled in the High-Court [illegible] Chancery, bargain and sell to the said W. H. a[illegible] I. H. and their heirs, all the said toft and premis[illegible] to have and to hold to the said W. H. and I. H. a[illegible] their heirs, during the natural life of the said I. B. to [illegible] the intent and purpose to make them tenants of the [illegible] free-hold of the premisses, and that a writ of entry *sur disseisin in le post*, shall be brought and prosecu[illegible] ted, by the said R. C. against the said W. H. and [illegible] I. H. whereby he shall demand the said premisses by [illegible] some fit and apt names against them the said W. H. [illegible] and I. H. who shall appear in person, and vouch to [illegible]

nty, the said I. B. who shall likewise appear in
oo, and vouch over to warranty the common vou-
, who shall likewise appear in person and enter
the warranty, and afterwards make default, and
rt in contempt of the Court, whereby several
ements shall be had, (viz.) for the said R. C.
cover the premisses against the said W. H. and
and for them to recover in value against the
I. B. and for the said I. B. to recover over in
against the common vouchee, which said re-
ry, so or in any other manner to be had and ex-
ed, and all fines, feoffments, and other assurances
y time hereafter to be had or executed, of the
isses or any part thereof, shall be and enure, and
be deemed, adjudged, construed and expounded
and enure, to and for the only use and behoof
said B. M. and of his heirs and assigns for e-
nd the said I. B. for himself, his heirs, executors
dministrators, doth covenant, promise and grant
d with the said B. M. his heirs and assigns by
e presents, that he the said I. B. at the time of
nsealing and delivery hereof is, and until the said
nisses shall be fully and perfectly conveyed and
red to the said B. M. his heirs and assigns for e-
according to the true intent and meaning of the e
esents, shall be the true and lawful owner of the said
nisses and every part thereof, and of and in the
e and every part thereof lawfully and rightfully sei-
of a good estate of inheritance in fee-simple, in
own right, and to the only use of him and his
s, by good, sure, sufficient, and absolute convey-
ce, assurance and title in the law indefeazible, and
that he the said I. B. at the time of th'enfealing
d delivery hereof, hath, and until the said premisses
ll be assured as aforesaid, shall have full power,
good right, and lawfull authority, to bargain, sell,

con-

convey and assure the said premisses, and every p
thereof, to the said B.M. his heirs and assignes
ever, according to the true intent and meaning
these premisses, and also that the said premisses,
every part thereof, now be and are, and so from t
to time, and at all times hereafter for ever, shall
may be, remain and continue to the said B. M.
heirs and assigns clearly acquitted and discharg
or otherwise by him the said I. B. his heirs and
signs, well and sufficiently saved and kept harmle
of and from all and all manner of former and ot
bargains, sales, gifts, grants, leases, morgages, j
tures, dowers, wills, covenants, statutes, recogniz
ces, judgements, executions, extents, rents, cha
rents, seck, arrearages, of rents, and of and from
ther titles, charges, troubles and incumbr
whatsoever, at any time heretofore had, made,
committed or suffered to be don, or at any time h
after to be had, made, done, committed, omitted
suffered to be done by him the said I.B. or by the
W. B. or by any other person or persons whats
ver, (except the estate of the said E.
for her life, and except the rents and services fro
henceforth to be due & payable to the chief Lord
Lords of the fee or fees of the premisses) and also
said I.B. for himself, his heirs, executors and ad
ministrators doth covenant, promise and grant, to
with the said B. M. his heirs and assigns by the
presents, that he the said B. his heirs or assigns sha
or lawfully may, from time to time, and at all time
hereafter for ever, peaceably and quietly have, hold
and enjoy the said premisses and every part thereof
without any let, interruption, challenge, claim, di
sturbance or incumbrance of or by him the said I. B.
or his heirs, and without any lawful let, interruption
challenge, claim, disturbance or incumbrance o
or

any other person or persons (except such as shall
ay claim, by or under the right or title of the
B. M. or for the rents and services aforesaid:)
further that he the said I.B. and his heirs, and e-
other person and persons, lawfully claiming or to
any manner of lawful estate, right, title, or in-
in or to the premisses (except before excepted)
nd will from time to time, and at all times here-
upon the reasonable request, and at the costs and
ges in the law of the said B. M. his heires or as-
make, do and execute all and every such further
nd things, for the further and better assuring of
aid premisses, & every part thereof to the said B.
his heirs and assigns for ever, as by him the said
M. his heirs or assigns, or by his or their councel,
so as for the doing thereof, &c. a bargain and sale
eeds, &c. In witness, &c.

Nota.

M. demiseth the lands to A. and B. *Habend.* four-
ears, (if the coverture between him and E. his wife
ng continue) on trust, to suffer him to enjoy and
such grants as he shall appoint.

Nota.

M. surrendreth to J. B. the premisses *Habend.* to
nd his heirs, provided, if I. B. or his assigns pay
oo l. before Midsummer next, &c. to be void,
M. to enjoy the premisses in the mean time.

Peter

P. H. purchaseth lands of W. H. & uxor, (*other l*
he holds in the right of J. *his wife, to whom the*
were devised by R. J. *her brother in fee sim*
the brother and heir of the devisor intendeth to
other lands which came to him by descent, on the
P. *and* J. *in tail. Now for the settling as well the*
purchased of H. *as all the rest, a fine is levied by*
H. & uxor, J. J. (*heir to the devisor*) & uxor, *and*
said P. & uxor, *and* T P. *and* J. C. *The uses wh*
are declared by the deed following.

THis Indenture *tripartite*, &c. between W. H. &c. and M. his wife, T. J. of &c. brother heir of R J. late of, &c deceased, who was son heir of J. J. late of &c. deceased (begotten on the dy of J. his wife, daughter of T. P. of &c. de sed) and A. the wife of the said T. J. of fi.st part, P H. and J. his wife of the second p and T. P. and J. C of, &c. of the third p witnesseth, that wereas the said W. H. by his deed dented, bearing date *April* 18. in the sixteenth of &c. for the considerations therein expressed, grant, bargain, sell and convey to the said P. H. his and assigns for ever, two several messuages or ments, with the gardens and appurtenances there belonging, situate and being, &c. and then and ye the several holdings of &c. and also three several dings of, &c. and also three several messuages or nements, with a garden or out ground on the b part thereof, and to the same three tenements, or so of them belonging or appertaining, situate and bein &c. and then, and yet in the several tenures or oc

ion of, &c. as in and by the ſame deed indentore at large appeareth, and whereas alſo the J. being in his life-time lawfully ſeized in ail, of and in all the meſſuages, lands, tenements hereditaments hereafter mentioned (that is to all that great meſſuage or tenement, wherein ſituate and being, &c. and alſo two other meſſor tenements, &c. and alſo three gardens, &c. in his life, time, (*viz.*) in the term of *Eaſter* ſixteenth year of, &c. acknowledge and to the ſaid P. H. and T. P. one fine *ſur cognizance de droit come ceo*, &c. which was ſued out Proclamation, according to the form of the ſtatin that caſe made and provided, before the then of the Court of Common-pleas at *Weſtminſter* of all the ſaid meſſuages, lands, tenements and ſes, by the names of nine meſſuages and four s, with th'appurtenances in, &c. as by the ſaid maining of Record in the ſaid Court more at may appear. Which ſaid fine was levyed to ent and purpoſe, to make the ſaid R. I. teof all the ſaid premiſes in fee-ſimpl, as by Indre to that purpoſe made, bearing date *April* 20. ſaid ſixteenth year, &c. made between he ſaid I. of the one part, and the ſaid T. P. and of the other part, more at large it doth and may and whereas the ſaid R. I. after the leof the ſaid fine (that is to ſay) *April* 2^e. ſeventeenth year of, &c. by the laſt will and ment in writing, bearing date the day and year mentioned, did give and deviſe in theſe words, I give and bequeath all that tenement, &c. unJoan H. my ſiſter, wife of *Peter* H. and to her and aſſigns for ever, and alſo in another place he ſaid Will gave and deviſed in theſe words, viz.) *Item.* I give to my ſiſter I. H. and to her heirs

heirs and assigns for ever, my house, lodge and
chard with the appurtenances, lying and being,
as by the said Will and Testament may appear,
whereas the said *Richard Jones* afterwards dyed,
ving all the residue of the said Messuages, lands, t
ments and premisses, to descend and come to
said T. J. as brother and heir of the said
J. witnesseth now further this present Indent
that for the consideration aforesaid, and for an
consideration of the summe of 40. l. to him the
T. J. by the said P. H. before th'ensealing
delivery hereof, well and truly satisfied and paid, w
of he acknowledgeth the receipt, and thereof, an
every part and parcel thereof, doth clearly ac
and discharge the said P. H. his heirs, &c. and
very of them for ever by these presents, and
settling the inheritance of all the said messua
lands, tenements, hereditaments and premisses,
such manner and form as hereafter in these
sents is mentioned, limited and declared;
for divers other good causes and consideratio
all the said parties moving, it is covenant
granted, concluded and agreed, by and
tween all the said parties to these presents,
they the said W. B. and M. his wife, T. J. and
his wife, P H. and J. his wife, shall and will before
end of *Easter* term next acknowledge and lev
the said T. P. and J. C. and to the heirs of one
them one fine *sur conuzance, &c.* to be sued out wi
Proclamations according to the form of the statute
that case made and provided, before the Justices
the Court of Common-pleas at *Westminster*, of all t
messuages, lands, tenements and premisses bef
mentioned, by the names of thirteen messuages
seven gardens, with the appurtenances in, &c. whi
fine so or in any other manner to be acknowledge

levied, and all other fines and fines to be had, le-
or acknowledged by or between the said Parties,
y of them, or any other person or persons of the
premisses, or any part thereof, shall be and enure
shall be deemed, adjudged, construed, and ex-
ded to be and enure, to and for the only uses, in-
s and purposes, hereafter in these presents, limit-
expressed, and declared, (that is to say) as touch-
and concerning all the said messuages, tenements,
ns and premisses before mentioned, to be grant-
bargained, sold or conveyed by the said *W. Ho.*
d by the said recited deed indented, to the use
behoof of the said *P. Hobbs*, and of his heirs and
es for ever, and as touching all other the messu-
lands, tenements, hereditaments and premisses
e mentioned, meant or intended to be compri-
in the said fine hereby agreed to be levied,
eof no use is herein before expressed, and of eve-
t and parcel thereof, with th'appurtenances, to
e and behoof of the said *Peter H.* for term of
r utrall life, and from and after his decease, to the
nd behoof of the said *Joan* H. for the term of
aturall life, and from and after her decease, to the
nd behoof of the first son of the said *P.* Hobbs,
the body of the said *Joan* his wife begotten and to
begotten, and of the heirs males of the body of such
sonne lawfully to be begotten; and for default
such issue, to the use and behoof of the second son
the said *Peter Hobbs*, on the body of the said
his wife begotten and to be begotten, and of the
males of the body of such second sonne lawfully
be begotten, and for default of such issue, to the
and behoof of all and every other sonne and
es of the said *P.* H. on the body of the said *Joan*
wife to be begotten, one after another, as they
ll be in seniority of age, and priority of birth,

and of the heirs of the body of every of the ſ
ſonnes reſpectively to be begotten, the elder o
ſaid ſons and the heirs of his body, being alwaies
ſerred before the younger, and the heirs of their
dies, and for default of ſuch heirs, to the uſe and be
of all the daughters of the body of the ſaid P. H. o
body of the ſaid J. his wife begotten and to be be
ten, and of the heirs of the body of the ſame d
ters reſpectively, lawfully to be begotten, and fo
fault of ſuch heirs, to the uſe and behoof of th
P. H. and I. his wife, and of their heirs and aſſign
ever: provided alwaies, and it is explained and d
red to be the true intent and meaning of theſe
ſents and of all the parties to the ſame, th
ſhall be lawful to and for the ſaid P. H. and I.
wife, at any time during the coverture between
by any writings or writing indented to be by
ſigned and ſealed in the preſence of three or
credible witneſſes, who ſhall thereunto ſubſcri
indorſe their names or marks, teſtifying the
to alter, change, revoke, determine, diminiſh
large all or any of the uſe or uſes herein befor
mitted, touching or concerning the ſaid meſſuage
nements and premiſſes herein before limited, to
ſaid P. H. and I. his wife, or either of them
their lives, or any part or parcell thereof, and
the ſame writing or writings, or by any other
ting or writings indented, ſo ſigned, ſealed and
ſtified as aforeſaid, to limit and appoint any o
uſe or uſes of the ſame meſſuage or meſſuages, t
ments and premiſſes laſt mentioned, or any part
parcel thereof, to the ſaid perſon or perſons, or to
other perſon or perſons, and of ſuch eſtate and eſta
as to them ſhall ſeem beſt, and in caſe any ſuch
limitation or appointment of uſes ſhall be ma
that then the ſaid fine ſo to be levied, ſhall be

, and shall be deemed, adjudged, construed and nded to be and enure, as touching the said mes- , tenements, lands and premisses last mention- nd every part thereof, to and for such new use es, as in and by such writing or writings, so signed, sealed and testified as aforesaid, shall be ssed, limited and declared, any thing, &c. and d *Thomas Jones* for himself his heirs, executors dministrators, doth covenant, promise and grant with the said *P. Hobbs* and *Joan* his wife, and of them, their and either of their heirs, &c. by presents, that all the said messuages, tenements emisses, and every part and parcell thereof with rtenances now are and be, and so from time , and at all times hereafter for ever, shall or , remain and continue to the severall and re- uses before herein mentioned, limited and d, according to the true intent and meaning , clearly freed and discharged of and from all and other bargains, sales, gifts, grants, leases, s, charges, troubles and incumbrances what- had, made, committed or done by him the said ones, or any other person or persons, lawfully g or to claim, by, from or under him. In wit- &c.

ge is intended between Tho. Geo. *Esquire,* Ph. B. *single woman*, Ph. (*in regard the ure agreed on cannot presently be assured,*) *with ent of* Tho. *makes over all her land, &c. jew- moneys, &c. to* Eliz. *her sister in trust,*

is Indenture tripartite, &c. between *T. Geo.* Esquire, sonn and heir of Sir. *Tho. G.* of, &c. t, of the first part. *Ph. B.* single woman, and

daughter of, &c. of the second part, and *Eliz.* ſiſter of the ſaid *Ph.* B. of the third part, witneſ that whereas there is a marriage agreed upon, ſhortly (by Gods grace) to be had and ſolemniz between the ſaid T. G. and the ſaid Ph, B. whereas the ſaid P. B. is, and ſtandeth poſſeſſed intereſſed in certain leaſes, moneys, jewels, de goods and chattels; and whereas alſo the ſaid T. by reaſon of the preſent diſtractions of the time not able preſently to aſſure unto the ſaid P. B. joynture as is agreed on to be aſſured to her, wi ſeth now further this preſent Indenture, that it venanted, granted, condeſcended unto and a upon, by and between all the ſaid Parties to theſe ſents, in manner and form following (that is to the ſaid P. B. by and with the conſent and will of the ſaid T. G. Party to theſe preſents, te by being Party, and putting his hand and ſeal or more parts of this Indenture, hath granted, ed, aſſigned and ſet over, and by, &c. unto th *Eliz.* B. all ſuch mannors, meſſuages, lands, ments, rents, ſervices and hereditaments what ſituate, lying and being in, &c. or elſewhere in *land*, whereof or wherein ſhe the ſaid *Phil.* is or eth poſſeſſed or intereſſed, and all her eſtate, righ intereſt, claim and demand whatſoever, in and ſame mannors, meſſuages, lands, tenements and miſſes, and every or any part thereof, togethe all leaſes, deeds and writings, touching the ſam miſſes and every part thereof, To have and to ho ſaid mannors meſſuages, lands, tenements, and miſſes and every part and parcel thereof, with appurtenances to the ſaid *Eliz.* B. her exec adminiſtrators and aſſignes, from henceforth and during all the reſpective time and times and terms, as ſhe the ſaid P. B. hath of ough

hereunto to come and unexpired; and also the
Ph.B. by and with the like consent and agree-
of the said T.G. Party to these presents, testi-
s aforesaid, hath granted and delivered, and by,
to the said *Eliz.*B. all her jewels, moneys, bonds,
ities, debts, and other goods and chattels what-
, before hereby mentioned, meant or intended to
nted and delivered, and every part and parcell
of with the appurtenances to the said *Eliz.* B.
xecutors, administrators and assigns, to the uses,
s or purposes hereafter in these presents men-
and declared: and it is expressed and declared
the true intent and meaning of all the said par-
these presents, that the severall grants herein
made to the said *Eliz.*B. are so to her made
trust and confidence in her reposed, as well by
id T.G. Party to these presents, as the said
hat in case the said marriage take effect, and
e said T.G. shall, during the coverture be-
him and the said *Ph.* cause to be assured by
nd sufficient ways and means in the law to the
, for her life, and after her death to the heirs
body by the said T. Partie, &c. to be begotten,
ors, messuages, lands, tenements and hereditа-
, situate, lying and being in the County of
and *Glouceſter*, or either of them, of the clear
value of 250.l. of, &c. over and above all
charges, deductions and reprises; or that af-
ch marriage solemnized, if the said Ph. shall
en to depart this transitory life before the said
and before such assurance made as aforesaid,
shall first happen, she the said *Eliz.*B. her ex-
ors, administrators and assigns, shall and will
the reasonable request, and at the costs and
ges in all things of the said T.G. his Executors,
not only grant, assign and set over to the said

T.G. Party, &c. his executors, &c. all the said m
nors, meſſuages, lands, tenements, hereditam
and premiſſes before hereby granted or aſſigne
the ſaid *Ph.* B. to the ſaid *Eliz.* B. as aforeſaid,
all ſuch time and times, term and terms reſpec
ly, as ſhall be then therein to come and unexpired
charged of all other grants and incumbrances ma
done by the ſaid *Elizabeth*, except ſuch as ſhe
make or do by conſent of the ſaid T.G. his Ex
tors, &c. but alſo grant and re-deliver to the
T.G. his executors or aſſigns, all ſuch mo
jewels, bonds, ſpecialties, debts, and other goods
chattels whatſoever, as in the mean time ſhall
to the hands of the ſaid *Eliz.* her executors
by force of theſe preſents, and which ſhall re
or be in her or their hands, cuſtody or poſſeſſi
the true meaning hereof, and alſo that in ſuch
ſhe the ſaid *Elizabeth*, her executors, &c. ſhall
time to time, in the mean time after ſolem
tion of the ſaid marriage, pay and deliver to th
T.G. all ſuch rents, iſſues and profits of the
mannors, lands, tenements, moneys and debt
ſhall come to her or their hands or cuſtody, and
upon ſuther truſt and confidence in the ſaid E
B. repoſed, that in caſe the ſaid marriage take
and the ſaid T.G. hapen to depart this tran
life before the ſaid P.B. and before he ſhall ha
ſured, or cauſed to be aſſured to the ſaid P.B.
mannor, meſſuages, lands, tenements or hered
ments of the value aforeſaid, and in forme aforeſ
that then in ſuch caſe ſhe the ſaid *Eliz.* B. her
cutors, &c. ſhall and will not only re-grant re
ſign and ſet over to the ſaid *Ph.* B. all the ſaid m
nors, meſſuages, lands tenements and premiſſes
fore hereby granted or aſigned, by the ſaid *Ph.*
as aforeſaid, for all ſuch time and times term
ter

respectively, as shall be then therein to come expired, discharged of all other grants and in-nces made or done by the said *Elizabeth B.* ecutors, &c. except such as she shall make or the consent of the said P. H. but also re-grant re-deliver to the said *Phil.* her executors or s, all such moneys, jewels, bonds, specialties, and other goods and chattels whatsoever, as in ean time shall come to the hands or custody of id *Eliz.* her executors or assigns by force of presents, and which shall remain and be in her eir hands, custody or possession, by the true ng of these presents, and the said T. G. for ll, his executors, &c. doth covenant, promise, and agree, to and with the said *Eliz.* B. her tors, &c. by these presents, that neither he the T. G. nor his heirs, &c. nor any other person sons, claiming or to claim by or under him, or ng any authority by or under him, them or f them, shall at any time hereafter enter into, e, take or intermeddle with the said mannors, ages, lands, tenements, hereditaments, jewels, ys, bonds, specialties, debts, or other things e hereby mentioned, meant or intended to be d, assigned or delivered by the said *Phil.* B. to id *Eliz.* B. as aforesaid, or any part or parcell reof, or any rents, issues or profits thereof, or of part thereof, other then according to the true t and meaning of these presents, provided ies, and it is declared to be the true intent and ning of these presents, and all the parties to the e, that in case the said marriage shall not be so-mnized, on or before the, &c. next ensuing the e hereof, that then and from thenceforth, these pre-s, and every grant, matter and thing herein con-ned, shall cease, determine, and be utterly frustrate

and void to all intents and purposes; and that the ſ
*Phil.*B. her executors, &c. ſhall from thence
have and enjoy again to her and their own u
right all, &c. any thing, &c. In witneſs whereof to
part of this tripartite Indenture remaining
the ſaid *Eliz.B.* the ſaid T.G. and *Ph.*B. have
their hands and ſeals; to one other part remai
with the ſaid *Ph.*B. the ſaid T.G. and *Eliz.*
have &c. to the other part remaining with the
T.G. the ſaid P.B. and E.B. have, &c.

A. and B. *his wife being poſſeſſed of a certain*
nor and lands, covenants with C. *and* D. *to le*
fine thereof to certain uſes, with a Covenant,
himſelf and his wife together, ſhall have powe
leaſes for lives or years.

THis Indenture, &c. between A. and B. hi
of, the one part, and C. of, &c. and D. of,
th'other part, witneſſeth, that for the ſettling o
inheritance of the mannors, lands, tenements an
reditaments, hereafter in theſe preſents menti
to ſuch uſe and uſes, and in ſuch mannor and
as is hereafter in theſe preſents limited, expreſſed
declared, and for the enabling of the ſaid A.
his wife, to make and grant leaſes and eſtates, o
in the ſaid mannor, lands and premiſſes, in
mannor and ſort, and according to the power an
thority, to them hereafter in theſe preſents men
ed, reſerved and raiſed, and for other goods cauſes
conſiderations, them the ſaid A. and B. his
thereunto eſpecially moving, it is argeed between
ſaid Parties, and they the ſaid A. and B. his
do covenant, grant and agree, to and with the
C. and D. and either of them, their executors
adminiſtrators by theſe preſents, that they the
A. a

d his wife, ſhall & will before the end of *Micha-*
term next enſuing the date hereof, acknowledge
me to the ſaid G. and D. and to the heirs of the
one fine *ſur conuzance de droit, &c.* to be
with proclamations, according to the form
ſtatute in that caſe made and provided, of all
the mannor, capital meſſuage, farme, barton and
ſine lands of, &c. with all and ſingular the
, members and appurtenances thereof, thereunto
any of them belonging, or reputed, or uſed, as
unto or to any of them belonging, and of all o-
the meſſuages, lands, tenements, rents, ſervices
hereditaments whatſoever, wherein *Th.* I. genr.
ſed had any eſtate of inheritance in poſſeſſion,
rſion or remainder, ſituate lying and being or
e had or taken in or near the towns, pariſhes,
and hamlets of, &c. with the appurtenances, and
he meſſuages, two cottages, one watermil, twelve
s, three hundred acres of land, two hundred
of paſture, fourty acres of wood, with the ap-
nances in, &c. or by ſuch other fit name or
, quantities and qualities of acres as ſhall be
ght fit, which ſaid fine ſo or in any other man-
to be had and levied, ſhall be deemed, adjudged,
ued and expounded, to be to and for the only
intents and purpoſes, hereafter in theſe preſents
ed, expreſſed and declared, and to and for none
r uſe, inrent or purpoſe whatſoever, that is to ſay,
e uſe and behoof of the ſaid A. for and during
term of his naturall life, and from and after his
to the uſe and behoof of the ſaid B. for and du-
the term of her narural life, & from and after the
ceaſe of the ſaid A. and B. his wife, to the uſe and
hoof of the heirs of the body of the ſaid A. on the
y of the ſaid B. begotten, and to be begotten, and
default of ſuch heirs, to the uſe and behoof of

the

the right heirs of the ſaid A. for ever: and it is prom
ſed, covenanted, concluded, agreed and declared, &c.
and between all and every the ſaid parties to the
preſents, that it ſhall and may be lawful, to and for the
ſaid A. from time to time, and at all or any time
times, during his natural life, by any Indenture
Indentures to make any demiſe or demiſes, grant
grants of the ſaid premiſſes, or of any part or par
thereof alone or amongſt other things, as well in po
ſeſſion for the term of twenty one years or under,
for one, two or three life or lives, or for any term
number of years determinable, on one, two or th
lives, at, for and under ſuch rents, covenants and con
tions, as to him the ſaid A. ſhall ſeem meet, ſo as
the ſaid B. ſhall be made a party to every ſuch In
denture, whereby any ſuch demiſe or grant ſhall
made, during the life of the ſaid B. and that
ſaid B. ſhall ſeal and deliver every ſuch Indentu
and that at all times from and after the making of
ny ſuch demiſe or demiſes, grant or grants, the
fine to be levyed as aforeſaid, and the Conuzes of
ſame fine and their heires, and the heirs of the ſu
viver of them ſhall ſtand and be ſeized of and
ſuch part and parts as ſhall be ſo demiſed or granted
to the uſe and behoof of every ſuch leſſee or leſſe
grantee or grantees, to whom any ſuch demi
or demiſes, grant or grants ſhall be ſo made, and ac
cording to the true intent and meaning of every
ſame ſeveral & reſpective demiſe or demiſes, grant or
grants, ſo as the ſame leſſee or leſſees, grantee or gran
tees, their executors and aſſignes ſhall pay the rents
and perform their covenanrs and conditions in ſuch
Indentures of demiſes or grants, to be ſpecified and
contained, according to the true intent and meaning
of the ſame Indenture. In witneſs, &c.

R. C.

C. being poſſeſſed of a meſſuage, &c. in fee ſimple, granteth the ſame to I. P. C.P. *and* G. C. Habend. *them and their heirs to certain uſes, viz. the uſe of himſelf for life, yet ſo as to pay* 20. l. *per annum, and meat, drink, &c. to his eldeſt Son, his wife, &c. and after his deceaſe to ſeveral other uſes and profits.*

THis Indenture, &c. between R. C. of &c. of the one part, and I. P. C.P. and G. C. of the other part, witneſſeth, that the ſaid R. C. for divers conſiderations him thereunto moving, and eſpecially the preferment of A. his Eldeſt ſon, and next heir, and for the jointure of *Alice*, the now wife of the ſaid A. and for the preferment of the iſſue between the ſaid A. and *Alice*, lawfully begotten and to be begotten, hath given, granted, infeoffed and confirmed, and by, &c. unto the ſaid I. P. C. P. and G. C. and their heirs, all that manſion houſe or meſſuage, with the appurtenances, wherein the ſaid R. C. now dwelleth, ſet, lying and being, &c. and all the orchards, gardens, lands, tenements, paſtures, meddows, woods, commons, profits, commodities and advantages whatſoever, to the ſaid meſſuage and premiſſes belonging, or in any wiſe appertaining, or being accepted, reputed or uſed, as part, parcel or member thereof, and the reverſion and reverſions, remainder and remainders, rents and ſervices of all and ſingular the aforeſaid premiſſes, and every part and parcel thereof; to have and to hold the ſaid meſſuage or tenement, lands, meddows, leaſoes, feedings, paſtures, rents, reverſions, ſervices, and hereditaments, and all and ſingular other the premiſſes with their and every of their appurtenances, unto the ſaid I. P. C. P. and G. C. their heirs and aſſigns for ever,

ver, to this end, meaning, intent, construction
purposes, that they, &c. and their heirs, and
heirs of the survivors and survivor of them, shall
henceforth stand and be seized of the said messu
and all and singular other the above mentioned p
misses, and of every part and parcel thereof, to the
intents and purposes hereafter in these presents
mited and declared, and to none other use, int
or purpose whatsoever, (that is to say) to the
and behoof of the said R.C. for and during his
turall life, so as and upon condition that he the
R.C. shall from time to time during his naturall
pay or cause to be paid unto the said A. and *Alice*
wife, and the longest liver of them, the sum
20.l. by the year at the two most usual Feasts in
year, that is to say, the Feast of, &c. by even po
ons to be paid, during the said term, or within
teen days next after every of the said Feast-days,
the first payment to be had and made upon the Fe
day of, &c. next, &c. and the same payments to
yearly had and made in manner and form afor
at or within the now dwelling house of the said
situate, &c. and also upon condition that he the
R.C. shall from time to time during his naturall
finde, give and provide unto the said A. and the
Alice his wife, and to all such children, as shall
tween them be begotten, competent, sufficient and
venient meat, drink, house-room, and loging w
in his said mansion-house, and after the decease
the said R.C. the said parties above mentioned
and heirs of the longest liver of them shall st
and be seized of all and singular the said premis
with their and every of their appurtenances, to the
use and behoof of the said A. and of the said *Alice*
his wife, and of the heirs of their two bodies, be-
tween them lawfully begotten, and to be begotten,

and

for default of ſuch iſſue, to the uſe and behoof of one other of the ſons of the ſaid R.C. and the heirs males of his body lawfully to be begotten; for default of ſuch iſſue, to the uſe and behoof of C. one other of the ſonns of the ſaid R.C. and heirs males of his body, lawfully to be begotten; for default of ſuch iſſue, to the uſe of the ſaid and of his heirs and aſſigns for ever.

R.C. covenanteth, that he is lawfully ſeized, hath erto giant, that the premiſſes ſhall remain free incumbrances, *prout* uſual.

A ſettlement by fine and recovery of ſeveral Manners, Lordſhips, &c. for the raiſing of moneys, for payment of debts and childrens portions, as alſo for entailing thereof under ſeverall proviſoes and legacies.

His Indenture tripartite, &c. between the Right Honorable *Edward* Lord *Herbert* and *Richard* bert Eſquire, ſon and heir apparent of Dame late wife of the ſaid *Edward* Lord *Herbert* and daughter of Sir. *William Herbert* of St *Julians* the County of *Monmouth* Knight, deceaſed, of the part; the Right Honourable *John* Earle of *Bridgewater*, and *Edward* Herbert of the Inner ple *London* Eſquire, of the ſecond part; and *Lloyd* of, &c, and *Henry Githens* of, &c. of third part witneſſeth, that whereas the ſaid *Ed*d Lord *Herbert*, or ſome in truſt for him, is or ſeized in his or their demeaſne, as of fee, of ſome of the lands, tenements and hereditaments hereer mentioned, and is alſo ſeized for term of his life, as tenant by the courteſie of *England* of the nnors, meſſuages, lands, tenements and heredi-ments hereafter ſpecified, the reverſion thereof in

fee

fee-ſimple, being defended by and after the dec
of the ſaid *Mary* unto the ſaid *Richard Herbert*:
to the end, that the mannors, Lordſhips, meſſu
lands, tenements and other hereditaments here
mentioned and expreſſed, may be eſtabliſhed, ve
and ſettled unto the ſaid *Edward* Lord *Herbert*,
ring his natural life, and after his deceaſe upon
ſaid *Richard Herbert*, and upon his name, ſtock
poſterity, and to ſuch other uſes, intents and purp
as are hereby appointed? it is covenanted, prom
granted, condeſended, concluded and agreed, by
between the ſaid Parties to theſe preſents; and the
Edward Lord *Herbert*, and *Richard Herbert*,
themſelves, their heirs, executors, adminiſtrato
aſſigns, covenant, promiſe, grant condeſcend
agree to and with the ſaid *John* Earle of B
water, and *Edward Herbert*, their heirs, exec
adminiſtrators and aſſigns, and to and with eve
them by theſe preſents, that they the ſaid *E*
Lord *Herbert*, and *Richard Herbert*, ſhall an
on this ſide, and before the end of *Michaelmas*
next enſuing and coming after the date of theſe
ſents, in due forme of law, and at the equall coſt
charges in the law of the ſaid *Edward* Lord *Her*
and *Richard Herbert*, levie and acknowledge to
ſaid *Moſes Loyd* and *Humphry Gittens*, and
heirs of the ſaid *Moſes*, one or more fine or fine
conuzance de droit come ceo, &c. with proclama
thereupon to be had and made, according to
form of the ſtatutes in that behalfe made and pr
ded, of all that capital meſſuage or mannor-h
of St. *Julians*, with the rights, members and ap
tenances thereof, and of all and ſingular the manno
Lordſhips, meſſuages, lands, tenements and hered
ments whatſoever, of them the ſaid *Edward* Lo
Herbert and *Richard Herbert*, or either of the
where

of they the ſaid E. Lord H. and R. H. or ei-
f them are or do ſtand ſeizd of any eſtate of
iance, within the kingdom of *Ireland*, by ſuch
r names, quantities, qualities, contents and
ers of acres and things, in ſuch manner and
s by the ſaid E. L. H. and R. H. or either
em ſhall be reaſonably deviſed, or adviſed and
ed, in and by which fine or fines ſo as aforeſaid,
any other ſort to be levyed and acknowledged,
id E. L. H. and R. H. ſhall acknowledge the
Mannors, Lordſhips, Meſſuages, Lands, Tene-
, Hereditaments, and all and ſingular other the
es, with their and every of their appurtenan-
to be comprized in every ſuch fine, to be the
of the ſaid M. L. as thoſe which the ſaid M.
H. G. have, of the gift of the ſaid E. L. H. and
he which ſaid fine or fines ſo as aforeſaid, or in a-
her ſort to be levied and acknowledged, ſhall be
e, and ſhall be deemed, adjudged, eſteemed, re-
and taken, to be and enure, to the uſe and be-
of the ſaid M. L. L. and H. G. and their heires,
intent and purpoſe that they the ſaid M. L. L.
H. G. may become perfect tenants of the free-
of the ſaid mannors, meſſuages, lands, tene-
, hereditaments and premiſſes, with their ap-
nances, whereby one or more perfect common
y or recoveries, ſhall or may thereof be had
ffered, in manner and form hereafter follow-
or which intent and purpoſe, it is hereby further
nanted and agreed. by and between the ſaid
ies to theſe preſents, that it ſhall and may be law-
to and for the ſaid I. E. of B. and E. H. to bring
e and proſecute againſt them the ſaid M. L. L.
H. G. one or more writs of entry *ſur diſſeiſin en*
, of and for the ſaid Mannors, Lordſhips, Meſ-
ſuages,

ſuages, lands, tenements, rents, hereditaments, all and ſingular other the premiſſes, with their very of their appurtenances by ſuch name or quantities, qualities, contents and numbers of and things, in ſuch ſort, manner and form, as by ſaid E.L.H. and R.H. or their, or either of their ſell learned in the Law, ſhall be reaſonably devi viſed & required; the which ſaid writ or writs of *ſur diſſeiſin en le poſt*, ſo as aforeſaid, or in any ſort to be had or brought, ſhall be returnable in Courts, and before ſuch Judges or Iuſtices, a ſaid E.L.H. and R.H. or the ſurvivor of them, their counſell learned in the law ſhall adviſe or fit, before the end of *Michaelmas* term next e after the date of theſe preſents, and the ſaid and H.G. ſhall thereunto appear *gratis*, and over to warranty the common vouchee, who ſh appear, and after imparlance had, ſhall make and depart in contempt of the ſaid Court, w one or more perfect common recovery or reco ſhall or may be had or ſuffered againſt them th M.L.L. and H. G. of and for the ſaid ma Lordſhips, meſſuages, lands, tenementss, here ments and premiſſes, with their appurtenances, a ing to the uſuall courſe of common recoveries i caſes uſed and accuſtomed, for aſſuring of lan tenements, the which ſaid common recovery or veries, to as aforeſaid, or in any other manner had and ſuffered, and all other common recov fines, feoffments, conveyances, and aſſurances in law whatſoever, ſince the death of the ſaid Lady *Herbert*, wife of the ſaid *Edward* Lord *Herbert*, made, levied, ſuffered, acknowledged or executed or any time hereafter to be made, levied, ſuffered, knowledged or executed, by or between the ſaid ties to theſe preſents, or any of them, or where

any of them shall be Parties, of or concerning
mannors, messuages, lands, tenements, he-
ents or premisses, or any of them, or any
parcel of them or any of them, shall be and
, and shall be adjudged, deemed, esteemed, re-
and taken to be and entire, to the uses, behoofs,
and purposes, and with, upon and under such
ces, conditions, powers and limitations, as are
er in and by these presents mentioned, decla-
limited and appointed (that is to say) as for and
ning all and singular the said messuages, farms,
tenements and hereditaments in *Tinterne* in
d County of Monmouth, &c. to the use and be-
of the said Richard Herbert, his heirs and as-
for ever, and as for and concerning all and e-
ther the mannors, messuages, lands, tenements,
ws, leasows, pastures, feedings, commons,
, under-woods, rents, services, and hereditа-
whatsoever, of them the said Ed. L. H. and R.
either of them, with their and every of their ap-
nces in the said County of Monmouth, to the
behoof of the said Richard Herbert, for and
the term of his natural life, without im-
ent of or for any manner of waste, and with
wer to do or commit waste, and after the de-
of him the said R. H. to the use and behoof of
E. L. H. for and during the term of his na-
life, and after the decease of the said E. L. H.
use and behoof of Edward Herbert, eldest
of the said Richard Herbert and of the heirs
of his body, lawfully to be begotten, and for
lt of such issue to the use and behoof of John
ert, second son of the said Richard, and of
eirs males of his body lawfully to be begotten,
for default of such issue, to the use and behoof of
id Herbert, third son of the said R. H. Party

to these presents, and of the heirs males of
body of *Richard* Herbert son of the said
Party to these presents, lawfuly to be begotten; an
default of such issue, to the use & behoof of the s
son of the body of the said *Richard* Herbert
to these presents, on the body of the Lady *Mary*
bert his wife, daughter of the said *Jo. E.*
begotten or to be begotten, and of the heirs m
the body of such fourth son lawfully to be beg
and for default of such issue, to the use and beh
the fifth sonn of the body of the said *Richard*
bert Party to these presents, on the body of t
Lady *Mary* Herbert his wife begotten or to
goten, and of the heirs males of the body of suc
son lawfully to be begotten, and so the sixth, s
eight, ninth, and tenth, and for default of such
the use and behoof of all and every other
sons of the body of the said *Richard* Herb
ty to these presents, to be begotten succes
after another, as they and every of them sha
seniority of age, and priority of birth, the eldes
said sons, and the heirs males of his body, be
ver preferred before the younger of the said
and the heirs males of his body, and for def
such issue, to the use and behoof of *Edwa*
bert, second son of the said *E.* Lord
of the heirs males of his body lawfully begot
to be begotten, and for default of such issue,
use and behoof of the heirs males of the body
chard Herbert Esquire, deceased, father of t
Edward Lord Herbert lawfully begotten, and
fault of such issue, to the use and behoof of the
males of the body of Edward Herbert, grand
to the said Edward Lord Herbert, and for defa
such issue, to the use and behoof of the right
of him the said Richard Herbert, son of the

d Lord *Herbert* for ever. And as for and con-
g the mannors, Lordſhips, meſſuages, mills,
enements, orchards, gardens, tofts, crofts,
ows, leaſowes, paſtures, feedings, woods, under-
, rents and hereditaments whatſoever of the
Edward Lord *Herbert*, and *Richard Herbert* his
or either of them, with their and every of their
nenances in the ſaid County of *Angleſey*, to the
behoof of the ſaid *Jo.* Earle of *Brigewater*,
ward Herbert Party to theſe preſents, and of
eirs and aſſigns for ever; upon truſt and con-
neverthelesſe, and to the end, intent and pur-
that they the ſaid *John* Earle of *Bridgewater*,
ward Herbert Party to theſe preſents, and the
of them and his heirs, ſhall and will at his
ir free will and pleaſure, ſell convey and aſſure
id mannors, lands and premiſſes in the ſaid
y of *Angleſey*, and every part thereof, for the
neſit, profit and advantage, which ſhall or may
na fide) had or gotten for the ſame, and that
ney to be raiſed by every or any ſuch ſale, and
y ſuch ſale ſhall be made, ſhall be forthwith
d diſpoſed of as followeth; that is to ſay, out of
ney that ſhall be raiſed by ſale of ſuch of the
s in the ſaid County of *Angleſey*, as were the
Dame *Herbert*, late of &c. there ſhall be
, and in the firſt place ſo much money paid
ſaid *Ed.* Lord Herbert, his executors or ad-
rators, as according to the true yearly value of
nds, ſhall come to five years and an half pur-
nd the reſidue of the moneys that ſhall be rai-
the ſale of the ſame lands, which were the
Dame Herbert late of, &c. ſhall be diſpoſed
nd towards the payment & of the debts of the
Richard Herbert Party to theſe preſents, and
of money mentioned in the Schedule hereto

annexed, as the said Jo. Earle of B. and Richard
Party to these presents, or the survivors of them
think fit, and of the money that shall be raised by
sale of the residue of the said mannors, lands and
misses in the said County of *Anglesey*, there sha
forthwith and in the first place, so much paid to
said Ed Lord Her. his executors or administrators
according to the yearly value of the same mannors
shall come to 16. years purchase; and if those ma
and lands shal be sold for more than 16 years purc
then the one moyety of such surplusage (if any sha
shall be forthwith and in the first place paid
said Ed. L. H. his executors or administrators, and
other moyety thereof shall be disposed of, for a
wards the payment of such of the debts of the
Richard Herbert Party to these presents, and
of money mentioned in the said Schedule, as th
John Earle of B. and Edward Herbert Party to
presents, or the survivor of them shall think fi
the over plus thereof, (if any shall be) shall be
to the said Richard Herbert or to such other
son or persons as he the said Richard Herbert
to these presents, by any writing under his hand
seal, shall direct, nominate and appoint, to be
sed of in the buying of land, to be estated in the
manner, as the lands in the said C. of Carnarv
by these presents limited: and for want of such
ction, nomination or appointment, to the exe
or administratos of the said Richard Herbert
to these presents, the further trust intent and m
ing of these presents, and the Parties hereunto be
that the said Edward Lord Herbert, his executors
ministrators or assigns, shall or may have, re
and take, to his and their own proper use, all and
gular the rents, issues, revenues and profits, of
said mannors, lands and premisses hereby limited

ded to be sold, until sale shall be thereof made as
weth. Provided always, and it is hereby declared
greed, by and between all and every the said
ies to these presents, and the true intent and
ing of them and of these presents, is, that it shall
ay be lawfull, to and for the said Ed. L. H. (pay-
o Sir Richard Eaton of Newport in the County
op Knight, his executors and administrators,
e disposed according to the trust hereafter men-
d, the summ of 1000. l. of good and lawfull mo-
or such lesse sum of money, as the said *Jo.*
e of *Bridgewater* and Edward Herbert party to
presents, or the survivor of them shall think fit
ppoint,) at any time or times during the term of
tural life, by Iudenture, or by any deed or deeds,
g or writing, to be by him the said Ed. Lord
rt sealed and subscribed in the presence of two
e credible witnes, to declare, limit and ap-
all or any the said mannors, messuages,
tenements, rents, hereditaments and premisses,
heir appurtenances in the said County of *Mon-*
(the said capital messuage called by the name
Julians, and the lands late in the tenure or oc-
ion of *John Morgan* Esquire, and the lands and
nts, whereof the use is herein before limited
the said Richard Herbert Party to these presents
the Survivor of them in possession alwaye excepted,
eserved) to and for the joyntnre of any wife or
, which he the said Edward Lord Herbert shall
fter happen to marry, for and during the natural
and lives of such wife and wives, or for any
ber or term of years determinable, upon her or
r life or lives, the same to take effect after the
th of the said Edward Lord Herbert; and that
n and so often, and from thenceforth the said Re-
ry or Recoveries shall be and enure, and the Re-

co-

coverer and Recoverers therein named, his and the afte
heirs shall stand and be seized of and in the on a
mannors, messuages, lands, tenements and hered said
ments in the said County of *Monmouth*, with th nty
rights, members and appurtenances, or of and i hard
much or such part thereof, of, for and concerning h re
which such Indenture, deed or writing shall be m wid
by the said *Edward* Lord *Herbert*, as aforesaid, cend
the joynture of any such wife or wives, or numbe said
years determinable, upon her or their life or live me
aforesaid, according to the true intent and mea le
of the same Indentnre, deeds and writings and of th y t
presents. And it is hereby declared and agreed by
between the said Parties hereunto, that the said to b
of 1000.l. herein before mentioned, or such le em
summ as aforesaid, to be paid by the said Ed trel
Lord *Herbert*, to the said *Richard Eaton*, as a s o
said, shall go and be imployed upon the trust here y
after following (*viz.*) in case the debts and su d
of money mentioned in the Schedule hereunto an he
ed, be not then paid, then the same or so much the d
as shall be sufficient to pay and satisfie such of th
said debts or summs of money, mentioned in the s
Schedule hereunto annexed, as the said *Jo.* Earl tel
Bridgewater, and *Edward Herbert*, Party to th ar
presents, or the survivor of them and his heirs sh c
think fit, shall be disbursed and imployed to that pur me
pose, and after the said debts and summs of mon s
or such of them as the said *Jo.* Earle of *Bridgewat* n
and *Edward Herbert* shall think fit, shall be paid o af
satisfied, then the surplusage (if any be) of the sa ed
one thousand pounds, or such lesse summ as afore d,
said shall be disposed and imployed, for the purch d
sing and buying of lands, tenements, & hereditament ent
to be setled on the said *Edward Herbert* Party to the th
presents, for and during the term of his natural life, th

and

after his deceaſe to the uſe and behoof of ſuch
ſon and perſons, and in ſuch manner and form as
ſaid lands, tenements and hereditaments in the
nty of *Monmouth* herein before limited, to the ſaid
ard Herbert Party to theſe preſents, for his life,
remainders over, are limited, eſtated and ſettled:
vided always, and it is covenanted, granted, con-
ended, concluded and agreed, by and between all
ſaid Parties to theſe preſents, and the true intent
meaning of them and every of them, and of
e preſents is, that if the ſaid *Richard Herbert*
y to theſe preſents, or ſome other perſon or per-
, to whom any eſtate is hereby limited or intend-
to be limited, of and in the ſaid mannors, lands,
ements and hereditaments, within the Kingdom
reland, or any of them, their or ſome of their
s or aſſignes, or ſome of them, ſhall not within
years next after the deceaſe of the ſaid *Edward*
Herbert, well and truly pay or cauſe to be paid
he ſaid *Edward Herbert*, ſon of the ſaid *Edward*
Herbert, (if he the ſaid *Edward Herbert*, ſon
the ſaid *Edward* Lord Herbert, ſhall ſo long live,)
ſumm of 2000 l. &c. that then and imme-
ely after ſuch default of payment, all and every
and uſes herein before limited and declared as for
concerning all and every the mannors, lands, te-
ents and hereditaments, within the Kingdom of
nd, ſhall ceaſe and be void, and then alſo and
henceforth the ſaid recovery and recoveries, ſo
foreſaid, or in any other ſort to be had and ſuf-
ed, and the Recoverer and Recoverers therein na-
ed, his and their heirs ſhall ſtand and be ſeized of
in all and ſingular the mannors, lands, tene-
ents and hereditaments, with their appurtenances
thin the ſaid Kingdom of Ireland, to the uſe and
hoof of the ſaid Edward Herbert, ſon of the ſaid

Edward Lord *Herbert*, his heirs and assignes, u
he or they shall and may, out of the rents, issues
profits thereof, have fully levied and received the
summ of 2000.l. together with consideration a
the rate of 8.l. *per centum per annum* for the forb
ance thereof, from the end of the said two years n
ensuing the death of the said Edward Lord Herb
and all dammages, costs and charges, which he
said Edward Herbert, son of the said Edward L
Herbert, his heirs, executors or admininistrators,
sustain or be put unto, in or about the recover
the said premisses, or of the said summ of 2000.l.
any part thereof, or in or about any suit concer
the same: Provided also, and it is covenanted, gran
condescended, concluded and agreed, by and be
the said Parties to these presents, and the true in
and meaning of them, and of every of them, an
these presents is, that it shall and may be lawfu
and for the said Richard Herbert party to these p
sents, by Indenture, or by any deed or deeds, wri
or writings, indented or poll, to be by him the
Richard Herbert Party to these presents, sealed
subscribed in the presence of two or more credi
witnesses, to declare, limit or appoint all or an
the said mannors, Lordships, messuages, lands, re
ments, hereditaments and premisses, in the King
of Ireland, to and for the joynture of any wi
wives, which he the said Richard Herbert shall be
after happen to marry, or to take to wife, for and
ring the natural life or lives of such wife or wives,
for any number or term of years determinable, up
her or their life or lives, the same to take effect up
the decease of the said Edward Lord Herbert and R
chard Herbert, and the survivor of them to be su
ject to the use herein before limited, to the said E
ward Herbert, son of the said Edward Lord He
ber

nd his heirs in the manner aforesaid, and then
om henceforth the said recovery and recove-
hall be and enure, and the Recoverer and Reco-
therein named, his and their heirs shall stand
e seized, of and in the said mannors, Lord-
,messuages, lands, tenements, hereditaments and
isses in the Kingdom of Ireland, with the
, members and appurtenances thereof, or of or
much or such part thereof, for or concerning
h such Indenture, deed or writing, shall be made
e said Richard Herbert as aforesaid, for the life
y such wife or wives, or number of years deter-
ble upon her or their life or lives as aforesaid, ac-
ing to the true intent and meaning of the said
nture, deeds or writings, and of these presents,
t nevertheless to the said use herein before li-
d, to the said Edward Herbert, son of the said
rd Lord Herbert, his heirs and assignes in
er aforesaid: Provided also, and it is neverthe-
covenanted, concluded, condescended and a-
d, by and between the said Parties to these pre-
, that it shall and may be lawfull to and for the
Richard Herbert Party to these presents, at all
ny time or times hereafter, during his natural life,
g then actually seized of the immediate estate of
-hold in possession, of or in the said mannors,
, tenements, hereditaments and premisses, or
of them, by virtue or means of the said Recove-
or any of them, and of these presents, or of any
limitations of uses herein limited, to demise or to
m, let by Indenture or Indentures, such or so
ch of the said mannors, lands, tenements, heredi-
ents and premisses, whereof he shall be then so
zed in possession of such estate as aforesaid, or any
t thereof chargeable and charged, nevertheless
th the liberties and powers herein conteined, and

with

with the termes and eſtates thereof, thereby, or
purſuance thereof made or raiſed unto any perſon
perſons whatſoever in poſſeſſion, for any number
years, not exceeding the number of twenty one ye
from the making thereof in poſſeſſion, or for
term of three lives, or for any fewer number
years or lives, or for any number of years determ
able on three lives, or any fewer number of live
poſſeſſion, ſo as upon every ſuch demiſe, leaſe
grant ſo to be made as aforeſaid, there be reſerved
ſpectively ſuch rents and ſervices, as at any ti
within the ſpace of ſeven years laſt paſt, before
date of theſe preſents, have been reſerved for
ſame, or more or greater rent payable for the ſa
during the continuance of every ſuch ſeveral or
ſpective demiſe or leaſe, ſo to be made as afore
to ſuch perſon and perſons, as by force of theſe
ſents, ſhall or ought to have the immediate rever
or remainder thereof, and that immediately from
after every or any ſuch time, as any ſuch ſeveral
reſpective demiſe, leaſe or grant ſhall be made as
foreſaid, the recovery and recoveries, and every
them ſhall be and enure, and ſhall be taken to be
enure; and the ſaid Recoverer and Recoverers in
ſaid Recovery named, and every of them, their
every of their heirs, and all and every other perſon
perſons, which at any time hereafter ſhall be ſeized
ſuch parts and parcels of the premiſes, as ſhall be
miſed or leaſed as aforeſaid, ſhall ſtand and be ſeize
thereof, and of every part thereof, to the uſe and be-
hoof of ſuch ſeveral & reſpective perſon and perſons,
to whom any ſuch demiſe or leaſe ſhall be ſo made
as aforeſaid, their ſeveral and reſpective executors,
adminiſtrators and aſſigns, to ſuch ſeveral and re-
ſpective eſtate and eſtates, term and terms, and
ſuch manner and form, as in ſuch ſeveral and re-

re demiſes or leaſes to be made, as aforeſaid,
be mentioned and expreſſed, ſubject to the
covenants, conditions, proviſoes, and agree-
as therein ſhall be ſeverally and reſpectively
ined and expreſſed, and of the reverſion and re-
, remainder and remainders thereof, to the uſe
perſon or perſons, as by force of theſe preſents
or ought to have the immediate reverſion or re-
ders thereof, any thing, &c. Provided alwayes,
is, &c. and the true intent, &c. is, that it ſhall
ay be lawfull, to and for the ſaid *Richard Her-*
Party to theſe Preſents, at any time or times af-
e deceaſe of the ſaid *Edward* Lord *Herbert*, du-
his natural life, by Indenture, deed or writing
by him the ſaid *Richard Herbert* Party to theſe,
nts, ſealed & ſubcribed in the preſents of two or
credible witneſs, to make any leaſe or leaſes,
es or grants, of all or any part of the ſaid man-
lands, tenements and premiſſes, with their ap-
nances, as well thoſe within this Realme of
nd, and the principalitie of *Wales*, as thoſe
n the ſaid Kingdom of *Ireland*, (except ſuch of
nnors, lands, tenements and premiſſes in the
County of *Monmouth*, as ſhall be limited to or
e joynture of ſuch wife or wives as the ſaid Ed-
Lord Herbert ſhall hereafter marry, for and du-
the life or lives of ſuch wife or wives only) for the
of twenty one years, or under, or for one, two,
or more lives, or for any number or term of
determinable, upon one, two, three or more
in poſſeſſion or reverſion or otherwiſe, with re-
ation of rent, or without reverſion of rent at his
their will and pleaſure unto any perſon or perſons,
ject nevertheleſſe to the uſe herein before limited,
the ſaid Edward Herbert, ſon of the ſaid Edward
d Herbert, his heirs and aſſigns in manner a-

fore-

foresaid, upon trust for the raising of the several po
tions herein after mentioned, for such daughter a
daughters, as the said *Richard Herbert* son of the sa
Edward Lord *Herbert*, shall happen to have, and n
otherwise; provided (that is to say) if one daugh
only, then for the raising of 3000.l. for that daughte
if more then one daughter, then for the raising
2000.l. apeece for each and every one of the s
daughters; and that all and every such lease or leas
demises or grants so to be made as aforesaid, sh
stand and be good and effectual in the law, to all i
tents and purposes, and that the said Recovery a
Recoveries so as aforesaid, or in any other sort to
had and suffered, and the Recoverer and Recovere
therein named, his and their heirs shall stand and b
seized of and in such part, and so much of the ma
nors, messuages, lands and premisses, with the appu
tenances, as shall be so demised or leased as aforesaid
and every part thereof, (except as is before excepted
to the use of such person and persons, his and their
executors, administrators and assigns, to whom such
demises, leases or grants shall be so made as aforesaid,
for and during such leases, estates and terms as shall
be so demised and granted as aforesaid, subiect never-
theless to the said use herein before limited, to th
said *Edward Herbert*, son of the said Edward Lord
Herbert, his heirs and assigns in manner aforesaid:
provided also, and it is, &c. and the true intent, &c.
that it shall and may be lawfull to and for the said Ri-
chard Herbert, Party to these presents, from time to
time, and at all times during his natural life, by any
his deed or deeds, writing or writings, indented or
poll, to be by him the said Richard Herbert Party
to these ptesents, signed, sealed and delivered in the
presents of two or more credible witnesses, to revoke,
annihilate, fruftrate and make void all or any of the
use

or uſes, eſtate or eſtates or limitations herein be-
e limited, declared and appointed, of, for or con-
ning any three plough-lands of the premiſſes, in
Kingdom of Ireland, not exceeding in the whole
clear yearly value of 150 l. per annum, over and a-
e all charges and reprizes, other then the uſe here-
before limited to the ſaid Ed. Herbert, ſon of the
Edward Lord Herbert and his heirs in the man-
aforeſaid, and other then the uſe herein before li-
ed to the ſaid Edward Lord Herbert for his life;
that then and from thenceforth, the uſe and uſes,
e and eſtates, and limitations herein before de-
ed, limited or appointed, of, for or concerning ſuch
the laſt mentioned premiſſes, for or concerning
ich any ſuch nomination ſhall be ſo had or made,
ſer than the uſes herein before limited, to the ſaid
dward Lord Herbert, and Edward ſon of the
id Edward Lord Herbert, and his heirs, in the
anner aforeſaid ſhall ceaſe, determine and be utter-
y revoked, fruſtrate and made void: and then alſo it
ſhall and may be lawfull, to and for the ſaid Richard
Herbert Party to theſe preſents, by the ſame deed or
deeds, or by any other deed or deeds, to be ſigned, ſeal-
ed and delivered by him the ſaid *Richard Herbert*, as
foreſaid, to declare, limit or appoint, any other new
e or uſes, eſtate or eſtates whatſoever, of the ſaid
premiſſes, of, for or concerning which any ſuch revo-
cation ſhall be ſo made, or any part or parcel there-
of, unto any perſon or perſons whatſoever, ſubject ne-
vertheleſſe to the ſaid uſe herein before limited, to the
ſaid *Edward Herbert*, ſon of the ſaid Edward Lord
Herbert and his heirs in the manner aforeſaid, any
thing in theſe preſents conteined to the contray there-
of in any wiſe notwithſtanding: and that then alſo and
from thenceforth the ſaid recovery & recoveries, as to
ſuch of the premiſſes, concerning which any ſuch revo-

ca-

cation & new declaration ſhall be ſo made, to ſuch u
intents and purpoſes, as the ſaid *Richard Her*
Party to theſe preſents, by any ſuch deed or deed
aforeſaid, ſhall declare, limit or appoint; Provided a
and it is, &c. that if the ſaid *Edward* Lord *Herb*
and *Richard* his ſon, ſhall both of them be min
to make ſale of the mannors, lands, tenements
hereditaments, within the County of *Monmouth*,
any of them (other then ſuch as herein are b ſor
mitted, to the ſaid uſe of the ſaid *Richard* Her
Party to theſe preſents, and his heirs in poſſeſſi
which ſales is not meant or intended by any of
Parties to theſe preſents to be made, but for raiſin
money to be imployd and beſtowed upon the purc
of ſome other lands of as good value, or in ſom
ther place or places, to be ſetled aud eſtated, to
ſame uſes and eſtates, and with the ſame power
proviſoes, and in the ſort and manner, as thoſe l
ſo to be ſold, are hereby limited and mentioned t
ſetled and eſtated, and being both ſo minded, ſha
any time during their joynt lives, by any deed
deeds, writing or writings, to be by him the ſaid
ward Lord *Herbert* and *Richard Herbert* his
Party to theſe preſents, ſealed and ſubſcribed in t
preſence of two, &c. declare and publiſh their mi
intent and meaning to be, to revoke, alter
fruſtrate the ſaid uſes and eſtate, before in theſe p
ſents mentioned, declared, limited or appointed,
any of them, or for or concerning the ſaid laſt m
tioned mannors and premiſſes, or any of them, or a
part or parcel thereof, or any of them, that then fro
and after ſuch declaration or publication, ſo to b
made as aforeſaid, the ſame uſe and uſes, eſtate and e
ſtates, in and by theſe preſents limited, expreſſed, de
clared or appointed, of, for or concerning the which
any ſuch declaration or limitation ſhall be made as a

said, shall cease and become utterly voyd, frustrate
of none effect, to all intents, constructions and
poses whatsoever, and that then and from thence-
the said recovery and recoveries so as aforesaid,
any other sort to be had and suffered, shall be and
e, and the Recoverer and Recoverers therein na-
his and their heirs shall stand and be seized of
in the said mannors, lands and premisses last
tioned, or so much or such Part thereof, concern-
which any such declaration or publication shall
ade as aforesaid, to such uses, intents, trusts and
poses as the said Edward Lord Herbert, and Ri-
Party to these presents, by any deed or deeds,
sealed and subscribed in the pesents of two,
shall declare, limit or appoint. And it is further,
for the considerations aforesaid, that in case any
said mannors, intended to be comprized in
said fine or fines, recovery and recoveries, shall be
ted or left out, and not be comprized in the
ne or fines, recovery or recoveries, or in case
shall happen to be any defect in the assurance of
premisses, or any of them according to the true,
that they the said Edward Lord Herbert and
ard Herbert Party to these presents, their heirs
ssigns, and all and every other person and per-
which now are or hereafter shall be seized of,
in such of the said mannors, &c. as shall be so o-
ted or left out, and not to be comprized as afore-
or whereof such fine or fines, recovery or recove-
shall not be levied and had, or whereof the assu-
ce hereby intended to be made, shall be any way
ective, shall stand and be seized thereof, and every
and parcell thereof with their and every of their
rtenances, and the reversions thereof, to and for
severall and respective estate and estates thereof,
in before severally and respectively limited unto
them

them, or any of them, as aforesaid, under the se
proviſoes herein before mentioned, and to none
ther uſes, intents and purpoſes. In witneſſe, &c.

I. W. *being ſeized of a Manner, and other la*
conceiving he ſhould die without iſſue, an
tending to ſettle the ſame to good uſes,
deed, granteth and conveyeth the ſame to A.
C. *&c. in truſt to the uſe of himſelf for life,*
after of Rachel *his wife for life, the Re*
der to the heirs of his body, and in default of
heirs, to grant the ſame as he ſhould by W.
other writing, limit or appoint, &c. with ſe
Proviſoes, &c.

THis Indenture made, &c. between I. W. of
of the one part, and A. B. C. D. &c. of the
part witneſſeth, that the ſaid I. W. for, and in
deration of the better confirmation and ſtrengt
of a Joynture already made and granted to R. hi
wife, and for her better maintenance and livel
in time to come, and for the natural love and a
on which the ſaid I. W. beareth to the heirs o
body, begotten and to be begotten, and for ſe
and eſtabliſhing of the inheritance of the land
tenements hereafter mentioned, to and in th
A. B. C. D. &c. and their heirs, to the uſes, intent
purpoſes hereafter ſpecified: Hath given, gra
enfeoffed and confirmed, and by, &c. unto the
A. B. C. D. &c. their heirs and aſſignes for
all that the mannors, capital meſſuage, and fa
B. in, &c. with the rights, members, and appurte
ces thereof; and all that the Advouſon, Patronage
Gift of the Pariſh-Church of B. and all and all
ner of houſes, edifices, dove-houſes, &c. and all th
thirteen meſſuages or tenements, &c. and all tho
ſell

ers, sollers, &c. and all other the messuages, tenements, reversions, services and hereditaments whatsoever, which he the said I.W. standeth seized of any estate of inheritance, within the County of, &c. aforesaid, or elsewhere within the Commonwealth of England; and the reversion and reversions, remainder and remainders of all and singular the said premisses, and all rents and yearly profits reserved, due or payable by or upon any demise, lease grants, demises, leases or grants made of the said premisses, or any part thereof, and all the estate, right, title, interest, claim and demand whatsoever, of him the said I.W. of, in and to the said premisses, and every or any part or parcell thereof, and also such deeds, charters, &c. to have and to hold the said Manor, messuages, farmes, tenements, & rectory, and all and singular other the premisses before by these presents granted or mentioned, meant or intended to be granted, with their and every of their appurtenances unto the said A.B.C.D, &c. their heirs and assigns for ever, to the uses, intents and purposes hereafter in these presents limited, expressed and declared, & to and for no other use, intent or purpose (that is to say) as for and concerning the said Mannor, capital messuage and farme of Burnet, and all lands, meadows, pastures, &c. And the said rectory and parsonage of Chuton, alias Chewton, with the rights, members and appurtenances thereof, and all and every manner of tithes of corn, hay and wool, and all oblations, obventions, profits, commodities and hereditaments whatsoevever, coming, growing, yearly renewing or happening in Chewton aforesaid or elsewhere, to the said rectory or parsonage belonging, or in any wise appertaining, and the said messuage or tenement, &c. and the said three messuages or tenements, &c. and all sellers, sollers, houses, &c. and

the reverſion and reverſions thereof, &c. and all rents & ſervices thereunto belonging, or in any wiſe appertaining, to the uſe and behoof of I. W. and his aſſigns, for and during the term of the naturall life of the ſaid I.W. without impeachment of, or for any manner of waſte, and after the deceaſe of the ſaid I.W. then to the only uſe and behoof of the ſaid Rachel, for and during the term of her naturall life, for and in the name of her joynture, and in full recompence of her dower and title of dower which ſhe the ſaid Rachel ſhall or may have, of or to the lands, tenements and hereditaments of the ſaid I.W. and after the deceaſe of the ſaid I.W. and Rachel, then to the uſe and behoof of the heirs of the body of the ſaid I. W. lawfully begotten or to be begotten; and for default of ſuch iſſue to the uſe and behoof of the ſaid A. B. C. D. &c. their heirs and aſſigns for ever; upon this hope, truſt & confidence nevertheleſs in them repoſed by the ſaid I.W. that they the ſaid A.B.C.D, &c. and the ſurvivors and ſurvivor of them, and his and their heirs and aſſigns, ſhall at all times after the ending of the ſaid eſtates of the ſaid I.W. and Rachel his wife, of and in the ſaid mannors and premiſſes to them above limited, make ſuch grants and conveyances of the ſame, and diſpoſe, diſtribute and impoſe the rents, iſſues and profits thereof, to ſuch perſons and perſons, and in ſuch manner and form as the ſaid I.W. by his laſt will and Teſtament in writing (by him) to be ſubſcribed with his own hand, and ſealed with his ſeale in the preſents of three or more witneſſes, or by any other writing, to be by him ſubſcribed and ſealed in the preſence of ſo many witneſſes, as aforeſaid, ſhall nominate, declare or appoint; and for and in default of ſuch nomination or appointment, then that the perſons truſted, and the ſurvivor and ſurvivor of them, his and their heirs and aſſigns ſhall

ll convey and assure the said mannor and premis-
, to and on the right heirs of the said I. W. for e-
, and as for touching and concerning all other the
messuages, lands, tenements and premisses re-
e with the appurtenances, whereof no use is be-
e by these presents limited or declared to the use
behoof of the said I. W. and of the heirs of his
y, lawfully begotten, and to be begotten; and for
ult of such issue, to the use and behoof of the said
. C. D. &c. their heirs and assignes for ever,
n the like hope, trust and confidence in them re-
ed, that they the said persons trusted, and the sur-
rs and survivor of them, and his and their heirs
assignes, at all times, from and after such time as
e said I. W. shall be dead, without heir of his
y, shall make such grants and estates of the said
s, and premisses, residue, &c. or any part or
rs thereof, and distribute, dispose and imploy the
issues and profits thereof, to such person and
ons, and in such manner and form as the said
. by his last Will and Testament in writing, to
y him subscribed with his own hand, and sealed
the presence of three or more witnesses, or by
ther writing to be by him subscribed and sealed
presence of so many witnesses, as aforesaid,
nominate, declare, limit and appoint, and for and
default of such nomination or appointment, then
the said person or persons trusted, and the survi-
rs and survivor of them, his and their heirs and as-
es, shall convey and assure the same lands and pre-
ses, residue with the appurtenances to and upon
e right heirs of the said I. W. for ever. Provided
ays, and it is fully and plainly covenanted, conclu-
d and agreed, by and between the said Parties to
se presents; for them, their heirs and assignes, that
shall be lawfull to and for the said *John W.* and that

the ſaid I. W. ſhall have full power and author
from time to time, and at all times hereafter, a
will and pleaſure, by his deed or deeds in writi
to demiſe, grant, and to farm, let, all or any the
mannor, meſſuages, lands, tenements and here
ments, and every or any part or parts thereof, a
in poſſeſſion as in reverſion, or in poſſeſſion or i
verſion, unto any perſon or perſons for one, tw
three lives, or for any number of years whatſoev
and under ſuch rents, reſervations, covenants,
ditions, limitations and agreements as to him
ſeem meet, or without any rent, reſervation or c
tion at his will and pleaſure, and that when
often as any ſuch demiſe, grant or leaſe ſhall
made by the ſaid I. W. of the premiſſes, or any
or parts thereof, the ſaid Parties truſted, and ev
them, and the ſurvivors and ſurvivor of them,
very of them, and his and their heirs and
ſhall ſtand and be ſeized of ſuch part, parts a
cels of the ſaid mannor, meſſuages, farms,
ments, rectory and premiſſes, as ſhall be ſo de
leaſed or granted, immediately from and after
ſuch demiſe, leaſe or grant made, to the uſe a
hoof of every ſuch perſon & perſons, to whom a
leaſe, demiſe or grant ſhall be ſo made, and o
executors, adminiſtrators and aſſignes reſpec
onely for and during the continuance of the
and eſtates, term and terms, intereſt and inte
to be limited and expreſſed, in ſuch leaſe, dem
grant, under ſuch rents, reſervations, condition
conditions, limitation and limitations, as i
by ſuch leaſes, demiſes or grants ſhall be limited,
preſſed or conteined reſpectively, according to
intent, purport and true meaning of every ſuch
miſe, grant and limitation, and of the reverſion
reverſions, rents and ſervices reſerved, and depe

upon the ſame leaſes and grants, and alſo after end and expiration of every ſuch demiſe, leaſe limitation to be made, and as the ſame ſhall re-ſpectively end and determine then from time to time all and every ſuch part and parrs of the premiſſes ſhall be ſo demiſed, leaſed or limited, as aforeſaid, the uſe of ſuch perſon and perſons, and in ſuch manner and form, and of ſuch eſtate and eſtates in ſuch remainder and remainders over, as are be-fore, herein and hereby limited, appointed and de-clared, and to none other uſe, intent or purpoſe. Pro-vided likewiſe, and it is further covenanted, conclu-ded, condeſcended unto and agreed by and between the ſaid Parties to theſe preſents, that if the ſaid I. W. or ſhall at any time or times hereafter, in or by writing under his ſeal, and by him ſubſcribed with his hand in the preſence of three or more wit-neſſes, ſignifie and declare that he is minded to al-ter, change, revoke, determine, fruſtrate or make void any the uſes or eſtates hereby made, limited or appointed, that then and from thenceforth all and every ſuch uſe and uſes, eſtate and eſtates, whereof or concerning which he ſhall ſo ſignifie or declare his minde as aforeſaid, ſhall reſpectively be fruſtrated, void, revoked, determined, and of no force or effect, onely of, for and concerning all ſuch and ſo much of the ſaid manner, rectory, farms, lands and pre-miſſes before herein mentioned, whereof he the ſaid I. W. ſhall ſo ſignifie and declare his minde as afore-ſaid, and then and from thenceforth this preſent ſe-tlement and grant ſhall enure and be, and the ſaid A. B. C. D. &c. and their heirs ſhall ſtand, and be ſeized of, for and concerning all ſuch and ſo much of the ſaid mannors, lands and premiſſes, whereof or concerning which he the ſaid I. W. ſhall ſo ſignifie and declare his minde as aforeſaid, to the onely uſe of

ſuch perſon and perſons, and of and for ſuch eſtate and eſtates, and with ſuch remainder and remainder thereof over and for, upon and under ſuch condition and proviſoes, and in ſuch manner and form as the ſaid I. W. ſhall by any ſuch writing or writings, by him to be ſubſcribed and ſealed as aforeſaid, limit appoint, any thing in theſe preſents conteined, or any other matter or cauſe to the contrary thereof in any wiſe notwithſtanding. In witneſſe, &c.

Note.

This precedent deed was executed with livery and ſeiſin, and attornment, the livery being ſeverally made in the ſeveral Counties aforeſaid.

The Donor made his Will, and thereby deviſed to the Major and Commonalty of B. ſeveral annuities to be iſſuing out of the lands granted by the precedent, and appointed the ſame to be imployed to charitable uſes, and conſtituted Rachel his wife Executrix, and dyed without iſſue.

The Executrix proved his Will.

THe Siſters and Siſters children of the Donor, (heirs at law) queſtion the validity of the deed whereupon the Major, Commonalty and Feoffees truſt, exhibite their Bill in Chancery againſt the heirs and Executrix, and afterwards the matter coming to hearing, by decree the deed and uſes are confirmed.

A Condition to pay money weekly.

THe condition, &c. that if the within bound A. B. C. D. E. F. and G. H. or any of them, or their executors, adminiſtrators or aſſignes of them or any of them, do truly pay or cauſe to be paid to the within named M. P. and E. G. or either of them, or to the executors, adminiſtrators or aſſignes of them,

ther of them, at or in the, &c. the ſumm of 4.l. of, c. in manner and form following, that is to ſay, e- y week weekly on the Saturday, in every week, e next and conſequently enſuing another, the ſum of o ſhillings, until the ſaid ſumm of 4.l. ſhall be ſul- ſatisfied and paid, the firſt payment thereof to begin d to be made on Saturday next, being the 20. day this inſtant month of *September*, within writen, t then, &c. but if default ſhall be made of or in a- y of the payments, &c. that then, &c.

A Condition to pay a ſumm of money, and three years payment given.

He Condition, &c. that if the above bound I. W. his executors, adminiſtrators or aſſigns, or any them do truly pay or cauſe to be paid to the above ned I.P. his executors, adminiſtrators or aſſigns, e ſomm of 7 l. and 10.ſh. of good and lawfull mo- y of *England*, at or in the, &c. in manner and form lowing, that is to ſay, on the third day of January, ich ſhall be in the year of our Lord, 1632. 50.ſh. reof, on the third day of Jan. which ſhall be in &c. 33. 50.ſh. more thereof, and on the third day of uary which ſhall be in, &c. 1634. 50.ſh. reſt- e of the ſaid ſumm of 7.l. 10.ſh. without fraud or lay, that then this, &c. but if default ſhall be made , or in any of the ſaid payments in part or in all, en this, &c.

A Condition to perform Covenants in a leaſe and not to ſeeke for a new Leaſe from the chiefe Land-lord.

He Condition, &c. that whereas the within na- med M.H. by her Indenture of Leaſe, bearing

date the day of the date within written, hath leased
to the within bound E.M. part of a meſſuage or te
ment called the Peter and Paul ſituate in Pater no
Row, in the pariſh of S. Michael at Quern in Lond
from the Feaſt of the Nativity of St. John Baptiſt l
paſt, before the date within written, for the term
twenty one years, as by the ſaid Indenture of Le
may appear; if therefore the ſaid E.M. his Execute
adminiſtrators and aſſigns, and every of them,
well and truly obſerve, perform fulfill and keep,
and ſingular the covenants, grants, articles, condit
and agreements, ſpecified and declared in the ſaid
denture of Leaſe, which on his and their parts, ar
ought to be obſerved, performed, fulfilled and kept
and by all things, according to the tenor, purpo
fect and true meaning of the ſaid Indenture: A
further, if the ſaid E.M. his, executors, adminiſtr
nor aſſigns, nor any other Perſon or perſons wha
ver, for him or them, or by his or their, or an
their means, occaſion or procurement, do directly
indirectly procure, get or obtain, or endeavor, or
about to Procure, get or obtain any leaſe or g
from the Major, Commonalty, and Citizens, o
City of London, of the ſaid meſſuage or tenemen
any part thereof, or of that part of the ſaid meſſ
or tenement, which he the ſaid M.H. hath leaſed
the ſaid E.M. that then, &c. or elſe, &c.

A Collateral Condition.

THe Condition, &c. that whereas A.B. and C
Citizens and Drapers of London, by one obli
tion of the date within written, are and ſtand jo
ly and ſeverally bound to the within named E.F.
100.l. of, &c. with condition for the payment of
on the, &c at or in the, &c. as by the, &c. and

the ſaid A.B. and C.D. and either of them, and ther of their executors, adminiſtrators and aſſigns, make default of and in the payment of the ſaid m of 52.l. to the ſaid, &c. his executors and aſ- on the day, and at the place of payment there- foreſaid, if then the within bound L.M. his ex- tors, or adminiſtrators do well and truly pay, or e to be paid unto the ſaid, &c. the ſaid ſum of 52.l. hin the ſpace of eight dayes, next after ſuch default payment made as aforeſaid, he the ſaid E.F. his tors, or adminiſtrators, upon the receipt thereof, ivering unto the ſaid L.M. his executors or aſ- the above recited obligation uncancelled and charged, together within an irrevocable, abſolute ſufficient letter of Attorney or aſſignment there- unto the ſaid L.M. his executors and aſſigns, by from the ſaid E.F. his executors and aſſigns, and ed and delivered in due form of law before two ree ſufficient witneſſes at the leaſt, that then, &c. ele, &c.

A Collaterall Covenant to the ſame effect.

O all People to whom this preſent writing ſhall come, A.B. of, &c. ſendeth greeting; whereas of, &c. hath at the ſpeciall inſtance and re- ſt of the ſaid A.B. taken and excepted of one ob- ation of the date hereof, wherein M.N.O.P. Q.R. their executors, adminiſtrators and aſ- ns ſtand joyntly and ſeverally bound unto the F.W. in the ſumm of, &c. with condition there- indorſed for the payment of, &c. at or in the, &c. by the ſaid obligation and condition may more inly appear. Now know ye that the ſaid A.B. doth himſelf, his executors, adminiſtrators and aſ- covenant, promiſe and grant to and with the F.W. his executors and aſſigns by theſe preſents,

that

that if the ſaid M.N.O.P. and Q.R. their exec
tors, adminiſtrators and aſſigns, and every of t
ſhall make default of and in the payment of the
ſumm of, &c. unto the ſaid F.W. his executors
aſſigns on the day, and at the place aforeſaid,
then he the ſaid A.B. his executors, adminiſtrato
aſſigns, ſhall and will well and truly pay or cau
be paid to the ſaid F.W. his executors or a
the ſaid ſumm of, &c. on the &c. next comin
ter the date thereof, at or in the place, &c. with
fraud or delay. He the ſaid F.W. his executor
aſſigns, upon payment thereof, delivering to
ſaid A.B. his executors or aſſigns, the above
ted obligation, ſafe, whole, uncancelled and
charged, together with a ſufficient and abl
aſſignment thereof or letter of Attorney irre
ble in due form of law, to be made, ſealed and
vered by the ſaid F.W. his Executors or A
before two or three ſufficient witneſſes at the lea
witneſs, &c.

A Condition to erect a Barne.

THe Condition, &. That if the within bound
his executors, adminiſtrators or aſſigns, do
before the Feaſt-day of, &c. next comming after
date within written, at his and their own proper c
and charges, well, work-man-like and ſufficie
make, build, erect, ſet up, and fully finiſh or c
to be made, &c. (in all things belonging to
art or trade of a Carpenter) in and upon one pi
of ground, now in the occupation of, &c. one
Barne with twelve ſeverall bays or rooms in the ſa
of good, new and ſeaſonable timber, and one ſtro
door with 4 windowes to the ſame, and the ſaid Barn
contein in length 116. foot of aſſize, & in breath
foo

, and in height eighteen foot of aſſize at the leaſt, lo do at or before the ſaid Feaſt-day of, &c. , or cauſe to be made, at his or their like coſts charges, within the ſaid Barn ſo to be builded and , the one half or moyty thereof meet and con- ent for a ſtable-room, and a ſufficient floor for ame moyty, upon the main ground, with good, nd ſeaſonable planks of Oaken timber, toge- with racks and mangers, ſufficient and conveni- or the ſame, and do alſo to the other moyty of ame bays or rooms make one ſubſtantial floor ſonable boards, and do likewiſe at his and their coſts and charges, finde and allow all ſuch nayls, ll be needfull to be ſpent and occupied in and the erecting, ſetting up and finiſhing of the Barn and Stable with floors, racks, mangers, windows and planks, (except if any be ex-) that then, &c. (or you may proceed thus,) the within named D. E. in conſideration of premiſſes, is to pay unto the ſaid T. S. his exe- rs or aſſignes 20.l. 10.ſh. of, &c. in form fol- ing, *viz.* at the enſealing hereof, 6.l. 8.ſh. 4.d. reof, which he hath paid accordingly on the, &c. at the fully finiſhing of the ſame Barn as afore- , other, &c. in full payment of the ſaid ſumm &c. that then, &c.

Condition, that whereas A. B. *hath delivered a Bond and a Letter of Attorney to* C. D. *to recover a debt of, &c. the ſaid* C. D. *is bound to re-deliver the Bond or the money.*

The Condition, that whereas the within bound C. D. the day of the date within written, hath re- ved and had of the within named A. B. one Bond Obligation, bearing date, &c. (and ſo recite the Bond)

Bond) as by the ſaid Obligation and Condition more plainly appear, which ſaid Bond or Obligation together with one other writing or letter of Attorney of the date within written, the ſaid A.B. hath delivered to the ſaid C.D. in truſt onely for the recovering and receiving of the ſaid debt of, &c. mentioned in the condition of the ſaid obligation, together with coſts, damages and reaſonable intereſt, if any ſhall be of and from the ſaid, &c. his executors or adminiſtrators; if therefore that the ſaid C.D. his executors adminiſtrators or aſſignes, do at any time hereafter within the ſpace of one whole year next coming after the date within written, either well and truly pay or cauſe to be paid to the ſaid A.B. his executors or aſſignes the full ſumm of, &c. at or in the, &c. or otherwiſe redeliver, or cauſe to be re-delivered to the ſaid A.B. his executors or aſſignes, the ſaid Obligation or Bond, and the ſaid letter of Atturney, ſafe, whole, uncancelled and undiſcharged, and in as good condition as he received them, or either of them, (the perils and dangers of the Seas and Pirates onely excepted) within the time and ſpace before limited, that then, &c. or elſe, &c.

A Condition to pay a ſumm of money, at one return from beyond Sea.

THe Condition, &c. that whereas the within named A.B. the day of the date within written hath paid and delivered unto the within-bound C.D. the ſumm of, &c. which ſaid ſumm the ſaid A.B. is contented, that the ſaid C.D. ſhall employ and adventure in a voyage, wherein the ſaid C.D. is bound in the good ſhip called the, &c. unto the *Eaſt Indies*, upon the condition that the ſaid C.D. his executors adminiſtrators or aſſignes, ſhall truly pay or cauſe

paid unto the ſaid A.B. his executors or aſſignes, ſuch ſumm of, &c. at the return of the ſaid C.D. the ſaid ſhip, or either of them, which ſhall firſt next happen from the *Eaſt-Indies* aforeſaid, into Realm of *England*; if therefore the ſaid C. D. executors, adminiſtrators or aſſignes, do or ſhall in one moneth, next after the return either of ſell, or of the ſaid ſhip, called the, &c. from the *Indies* aforeſaid into the Realm of *England*, and truly pay or cauſe to be paid to the ſaid A.B. executors or aſſignes, the ſaid ſumm of, &c. of lawfull money of *England*, without fraud or de- that then, &c. or elſe, &c.

A Condition for delivery of Wool.

The condition, &c. that whereas the within bound A.B. for the ſumm of, &c. to him by the within d C D. in hand, at the ſealing of this Obliga- truly paid, whereof he the ſaid A.B. acknow- th the receipt, hath bargained and ſold to the ſaid one hundred todd of merchantable wool, good lawfull, *viz.* at the rate and price of 10.ſh. the , if therefore the ſaid A.B. his executors, &c. do and truly deliver, or cauſe to be delivered unto ſaid C.D. his executors, &c. all the ſaid one hun- d todds of wool, ſorted and packed by an indiffe- ſworn wool-packer, frank and free at the ware- ſe of, &c. on or before, &c. without any delay, then, &c.

Another Condition to deliver certain Todds of Wools.

The Condition, &c. that if the within bound A.B. and C.D. or either of them, or the executors, miniſtrators or aſſignes of them, or either of them

do

do well and truly deliver, and cause to be deliver
unto the within named E. F. his executors, &c.
full number or quantity of fourty Todds of good
merchantable wools, of the proper sheeps grow
them the said A.B. and C.D. well washed and dr
and wrought by a sworn woolman, without cot, c
b , gare or refuse, and to be weighed by the To
accompting and allowing eight and twenty p
weight of wool, with a reasonable lift to every To
on or before the, &c. next ensuing the date w
written, at or within the, &c. frank and free o
manner of costs, charges and payments, there to
demanded without fraud or delay, that then, &c
else, &c.

A Condition for the delivery of Cow-hides.

THe Condition, &c. that if the above bound
his executors, administrators or assignes, o
of them do truly deliver, or cause to be deliver
the above named G.H. his executors, administra
or assignes, at or in *Leaden-hall*-yard *London*, at o
fore the, &c. next coming, after the date above wri
nineteen Cow-hides, and one Steer-hide well ta
and as good merchantable ware, as is usually so
Leaden-hall yard aforesaid, which Hides the said G
before the ensealing hereof, hath delivered to the
E.F. to be tanned as aforesaid, and is to pay upo
full delivery of them to the said E.F. his executor
assignes, for tanning of the same Hides, the sum
3.l. 6.sh. 8.d. of lawfull money of *England*,
then, &c. or else, &c.

A Condition for delivery of Barley.

e Condition, &c. that if the within bound
, B. his executors and administrators or assigns, or
f them do well and truly deliver, or cause to be
ed to the within named C.D. his executors,
istrators or assigns, at his Barne doore, situ-
c. 22. quarters of good, sweet, dry and mer-
ble barley in form following *viz.* 12. quarters
before the, &c. and on and before, &c. the o-
en quarters in full of the said 22. quarters, frank
ee from all charges whatsoever, that then, &c.
, &c.

A Condition to make an assurance by a day.

e Condition, &. that if the within bound A.B.
s heirs executors and administrators, do be-
e twentieth day of May next coming after the
ithin written, make or cause to be made unto
within named C.D. and to his heirs and as-
such a good, sure, sufficient and indefeasible
inheritance in the law, to the only use & be-
the said C D. his heirs & assigns for ever, or
use of such person and his heirs and assigns for
as he the said C.D. shall then name and appoint
in all that messuage, &c. (as the bounds thereof
own) by deeds and evidences sufficient in the
or by fine & recovery if need shall be or require,
any other sure and lawfull means, as by the said
or his heirs, or by the assigns of him or
, or by their or any of their councell learned in
law, shall be reasonably advised, devised or re-
ed, & also if the same messuages, &c. now are and
nd so from, &c. for ever shall remain, continue

and

and be unto the ſaid C.D. his heirs and aſſigns, to ſuch other perſon as he the ſaid C D ſhall n and appoint, and his heirs and aſſignes free, c and clearly acquitted, exonerated and diſcharged, otherwiſe upon requeſt ſufficiently ſaved and h harmeleſſe, of and from all and all manner of for and other bargains, ſales, leaſes, gifts, grants, renders, and incumbrances whatſoever, (if nee you may proceed further,) and alſo if the ſaid A his heirs, &c. do at all times hereafter and f time to time, from and after the ſaid, &c. for during the ſpace of ten years, upon reaſonable req to be made by the ſaid C.D. his heirs or aſſignes make, knowledge and execute, and ſuffer to be and executed, all ſuch further act and acts, thin things, deviſe and deviſes, for the better aſſuring conveying of the premiſſes unto the ſaid C. heirs and aſſigns, as aforeſaid, be it by fine, ment, deed or deeds, inrolled or not inrolled, re ry, releaſe, or by any other wayes or means whatſo with warranty againſt the ſaid A.B. his heir aſſigns, and all other claiming by, from or t him, them or any of them, or otherwiſe without ranty, as by the ſaid C.D. his heirs or aſſig by his or their Councell learned at his and owne proper coſts and charges in the law be reaſonably deviſed and required, that then, elſe, &c.

A Condition for the renewing of a Leaſe, the Leaſor ſhall come to the age of twenty one years.

THe Condition, &c. that whereas the within b R.R. and E. his wife, late wife of the withi med T.W. by deed intended, bearing date,

demiſed, granted and to farm letten unto the
in named I.W. and A.P. all thoſe Copyhold or
mary meſſuages, lands, tenements, meddows,
es, paſtures, commons, woods, underwoods and
ditaments commonly called or known by the ſeve-
nd proper names of, &c. or any of them, or by any
r name or names, ſituate, lying and being within
Mannor or Lordſhip, and Pariſh of *Woodford* in
County of *Eſſex*, which were at the time of the
aſe of the ſaid T.W. in the tenure or occupation
G.H. or his aſſignes: To have and to hold from
ſt. laſt paſt, before the date thereof, unto the end
erm of forty years, from thence next enſuing, and
to be compleat and ended, if the ſaid E. ſhal hap-
o long to live, by the yearly rent of, &c. as by the
eed indented amongſt other things, covenants,
s and articles therein conteined, whereunto rela-
being had, more at large it may appear: if there-
the ſaid R.K. and E. his wife, within one half
next after that the ſaid E. ſhall come to & accom-
her full age of 21. years, upon reaſonable re-
made by the ſaid I. & A. or either of them, their
tors or aſſignes at the now, &c. and at the onely
and charges for writing; or otherwiſe of the ſaid
d A. their executors and aſſignes, ſhall make and
and as their deeds deliver unto the ſaid I.W.
A.P. their executors or aſſignes, one Indenture
Leaſe, of all and ſingular the ſaid Copyhold or
mary meſſuages, lands, tenements and hereditа-
ts, before by the ſaid deed indented, demiſed, and
every part and parcel thereof, and which Indenture
to be made, ſealed and delivered, ſhall in all things,
in every covenant, grant and article of the
, agree *verbatim* with the ſaid deed indented,
h beareth the date within written, and not other-
, ſave onely that after the commencement and be-

gin-

ginning of the ſame, it ſhall be made to hold and continue the reſt of the ſaid term of fourty years which ſhall be then to come and unexpired, compriſed in the ſaid deed indented, which beareth the date within written, (*viz.*) to continue the reſt of the years, which ſhall be then to come, and otherwiſe, that then, &c. or elſe, &c.

A Condition to gather Rents, and to yield an accompt thereof.

THE Condition, &c. that if the within bounden B. or his ſufficient Deputy, do from hence-forth during his natural life, well, truly and entirely collect and gather all and ſingular the rents, revenues, emoluments, perquiſits of courts, iſſues and profits whatſoever, of or belonging to the Lordſhip or Mannor of, &c. and of all the members and parts of the ſame, at the Feaſts of, &c. yearly during the ſaid term, and all the ſame rents, &c. and all the revenues thereof coming, or hereafter to be coming of the ſame, and every or any part thereof, well and truly content and pay to the within-named C. D. at the Feaſts of, &c. yearly, and alſo do from time to time and as often as he ſhall be thereunto required, by the ſaid C. D. his heirs, executors or aſſignes, make, render and deliver to the ſaid C. D. his heirs or aſſignes, a juſt, true and perfect accompt of all the ſame rents and revenues and other the premiſſes, and of all the advantages thereof, (if any be,) do at the end of every ſuch accompt made, make juſt and true payment to the ſaid C. D. his heirs or aſſignes, and further do and truly adminiſter, ſerve and execute all proceſs him to be directed from the Steward and Officers the ſaid C. D. his heirs or aſſignes, concerning premiſſes, or any part thereof, and moreover do

all the said term, demean and behave himselfe honest and true Bayliff ought to do, that then, or else, &c.

Condition of a Deputy rent-gather to give accompts for the Receipt of Rents.

The Condition, &c. that whereas the within bound A.B. retained (to and with the within named) Renter of the Mannor of Finsbury, for the setting of all the Rents, coming and growing out the mannor of Finsbury, in the County of Middlesex and of lands, rents and tenements, belonging to the Major, Aldermen, Commonalty and Citizens of the City of London, Farmers of the said mannor, lands, and tenements, for term of years yet to come, before the said A.B. do dwell and truly behave himself in the said room or office of Rentership, for the collection of the said Rents and profits of the said Mannor, Rents, lands, &c. and well and truly from time to time collect the said Rents, and every part thereof to the hands of the Chamberlain of the City of London for the time being, to the use and behoof of the said Major, Aldermen Commonalty and Citizens of the City of London, and make yearly the accompt of the said Rents, and of every part thereof in the name of the said R.C. if he then be living, of record in the Chamber of the said City to the office of the same, to whom it doth or shall appertaine, to take and ingrosse the same accompt: and also if the said A.B. during the life of the said R.D. do no act or thing or things, directly or indirectly, to the prejudice and hindrance of the right of the said R.C. to that office, called the Rentership of Finsbury, and further do from time to time, clearly acquit, discharge or save and keep harmeless the said

R.C. his executors administrators and ass
and every of them, against the Major, Alder
Commonalty and Citizens of the City of Lon
and against all and every person and persons, to w
it may or shall of right in that behalfe belong,
then, &c. or else, &c.

A Condition to make a true accompt of
Bayliffeship.

THe Condition, &c. that whereas Sir
Knight and Barronet, chief Justice of the
mon Pleas, Sir I. D. Knight Chancelor of
Dutchy of Lancaster, T N. Esquire, Surveyo
neral, do stand and are possessed amongst other
of the mannor of, &c. for divers years yet to
upon truft and confidence, and to and for
use of C.P. have by the commandment and w
the said C.P. by deed under his hand and se
stituted and appointed the within bound H.L
Bayliff of the mannor of Westham aforesai
Collector of the rents and revenues, Perquis
profits there, during the pleasure of the said
therefore the said H.L. by himself for his suffic
pury or Deputies, his or their executors or a
and shall from time to time, for and dur
continuance and exercise of and in the said
office, demean himself & themselves therein,
voluntary concealment, deceipt or fraud tow
said C.P. and do and shall yearly during such
their continuance & exercise as aforesaid, at t
& audits to be held & kept for the said C.P.
make just and true accompt to and before the
ditors for the time being of the said mannor
misses, and thereupon make payment and sati
to the said C.P. his officer or officers, in thi

authorized and appointed, to and for the said his use, at or before every such audit or au- of and for all and every such rents, summ and of money, and other issues, revenues, goods, els, perquisits and profits as then shall come to nds of the said H.L. or his Depury or Deputies, he or they then ought rightly to be charged to the said C.P. his use, for or by means or pect of the said office or place, that then, &c. or &c.

Condition for payment of a summ of money within three dayes after request, if the Obligee may not enjoy a messuage.

e Condition, &c. That whereas the within nd C D. by a deed bearing date within writ- the consideration therein, hath assigned and r unto the within named A.B. one indenture e, bearing date &c. made and granted to him d A.B. by one, &c. of a messuage or tene- with th'appurtenances, lying and being, &c. the tenure of, &c. for the term of, &c. and state, right, title, interest and term of years e, in and to the same messuage or tenement, ther the premisses by the said Lease demised, as said poll, deed or writing more at large ap- th; if therefore the said A.B. his, &c. paying the ent, and performing the covenant and duties said Lease conteined on the tenants part, from fter the, &c. to be paid and performed, shal not or not peaceably & quietly have, hold and enjoy the messuage or tenement, with the appurtenances, nd during all the residue of the said term, with- y let, trouble or interruption, of or by the said, then if the said C.D. his executors, &c. do

within one month, next after notice thereof to him ... them, to be given by him the said A. B. his, &c. ... and truly repay or cauſe, &c. to the ſaid, &c. his ex... cutors or aſſigns, the ſum of, &c. of, &c. the ſaid ... B. then alſo re-delivering and re-aſſuring unto the ſ... C. D. his executors, &c. the ſaid Indenture of Le... ſafe, and uncancelled, and all his eſtate intereſt ... term of years in and to the ſame, and the prem... thereby demiſed, clearly diſcharged of all forfeit... re-entries and incumbrances whatſoever then to ... had, made, committed or permitted by the ſaid ... his, &c. together with the poll deed aforeſaid, ... then, &c. or elſe, &c.

A *Condition to bring an Inventory into the Pe... gative Court by a day.*

THE Condition, &c. that if, M H. wife of ... while he lived, of the Pariſh of, &c. do ma... cauſe to be made, a true and perfect Inventory ... and ſingular the goods, chattles and debts of th... I. H. and the ſame ſo made, do exhibit or cauſe ... exhibited into the Perogative Court of Canter... the, &c. and the ſaid goods, chattels and deb... well and truly adminiſter (*viz.*) do pay the deb... the ſaid deceaſed, which he did owe at the time o... deceaſe, as farre as the ſaid goods, debts and ch... will thereunto extend, and as the law will charge ... and further do make or cauſe to be made, a true ... perfect account of and upon the ſaid adminiſtra... the ſecond day next after the Feaſt of, &c. and ... part and portion of the ſaid goods, chattels and d... which ſhall be found remaining upon her ſa... compt, examined and adjudged by the ſaid Pe... tive Court of Canterbury for the time being, ſhall ... ſtribute and diſpoſe, as by the ſame Judge ſhall b...

d and appointed; and if hereafter there ſhall ap-
any lawfull Teſtament or laſt Will made by the
deceaſed, and the executor or executors therein
ed do exhibite the ſame, making requeſt to have
ſame approved of accordingly, then if the ſaid ad-
iſtratrix, after lawfull requeſt to her made, do ren-
nd deliver into the ſaid Court the ſaid letter of
iniſtration to her committed without delay; and
, do at all and every time and times hereafter,
ly acquit, diſcharge or ſave harmleſs the within
ed, &c. and all other the Officers of the ſaid Pre-
ive Court of *Canterbury*, againſt all perſons ha-
or pretending to have any eſtate, right, title or
reſt to the ſaid goods, chattels and debts, that
, &c. or elſe, &c.

A Condition never to vex or trouble one hereafter for any former matter.

he Condition, &c. that if the within bound A.B.
his heirs, executors or adminiſtrators, or any o-
perſon or perſons for him or them, or in his or
name or names, or by his or their title or pr o-
ment, or means, do at any time or times hereafter
m, challenge, demand, vex, ſue, moleſt or trouble
within named C.D. his heirs, executors, admini-
nors or aſſignes, or any of them, for any of the
ods, money, plate or debts, which late were be-
ging to E.F. of, &c. deceaſed, or for any other
tter, recknoning, cauſe or accompt, thing or things
atſoever, had, moved, ſtirred, depending or being
ween the ſaid A. B. and C.D. before the date
ithin written, that then, &c. or elſe, &c.

A Condition for the assurance of mortgaged Lands, after default of Redemption.

THe Condition, &c. that whereas the within bound A.B. and C. his wife by their deed indented, bearing the date within written, have given, granted, bargained and sold unto the within named D.E. his heirs and assignes for ever, all that messuage or tenement, with the appurtenances thereto belonging, or in any wise appertaining, upon condition that if the said A.B. his heirs, executors, administrators or assignes or any of them do well and truly pay or cause to be paid unto the said D.E. his executors, administrators or assignes, the summ of, &c, that then the aforesaid gift, grant, bargain and sale of the premisses, and all conveyances and assurances thereupon had and made, should be utterly void, frustrate and of none effect, as by the said deed indented amongst other things therein conteined, more plainly at large appeareth: if therefore the said A.B. his heirs, executors, administrators and assignes, shall make default of or in the payment of the said summ of, &c. on the said, &c. then if the said A.B. and C. his wife, and their heirs, and all & every other person and persons, and their heirs, having or lawfully claiming to have, any lawfull right, title or interest, of, in or to the said messuage or tenement, or other the premisses with th' appurtenances, or of, in or to any part or parcel thereof, shall from time to time, and at all times, after such default of payment of the said summ of, &c. in form aforesaid had and made, upon the reasonable requeſt, and at the onely costs and charges in the law of the said D.E. his heirs and assignes, further do, cause, make, knowledg and suffer, or cause to be done, made, knowledged and suffered, all and every such

further lawfull and reasonable act and acts, thing
things, devise and devises in the law, be it by
or fines, deed or deeds, &c. or by all, any, or
many of the said ways or means, as the said D.E.
heirs and assignes, or his or their council learned
the law shall be reasonably advised or devised for
further assurance, sure making and conveying of
premisses, and of every part and parcel thereof,
be had and made sure unto the said D.E. his heirs
assignes for ever, absolutely, without any manner
condition or mortgage, that then, &c. or else, &c.

A Condition to acknowledg a Statute by a day.

The Condition, &c. that if the within bound A.
B. and one R.L. of, &c. do upon or before, &c.
and subscribe one recognizance or writing obli-
ory, to be made according to the form of the sta-
tely made and provided for recovery of debts,
wherein and whereby the said A.B. and R.L. shall
be bound to the within named T.W. in the summ
&c. payable at some Feast soon after the date of
same writing, and the same so sealed and subscri-
do upon or before, &c. in lawfull and due man-
acknowledg before one of the two chief Justices
pointed for the acknowledging of such writings by
statute, or in their absence, out of the term be-
the Major of the Staple at *Westminster*, and the
order of the City of *London* for the time being,
the same so acknowledged and sealed, do deliver
cause to be delivered to the said T.W. at his now
elling house situate, &c. upon or before the, &c.
le, whole and uncancelled, to the end that a pair of
eizances may be thereupon made, that then, &c.
else, &c.

A

A Condition to meddle with the Executorſhip upon aſſignment thereof.

THe Condition, &c. that whereas the within bou T.T. hath aſſigned and committed all his ri of Executorſhip, of the Teſtament and laſt Wil Sir I. late deceaſed, unto the within named R.B. hath fully for his part authorized, licenſed and aſſi ed the ſaid R. onely to do all and every thing things, by himſelf and his aſſignes, concerning execution of the ſaid laſt Will and Teſtame Therefore if the ſaid T.T. ſhall not intermeddle the adminiſtration of any part of the goods and c tels, money, debts or plate of the ſaid Teſ without conſent of the ſaid R. his heirs or execu but ſhall at all times hereafter, and from time to permit and ſuffer the ſaid R.B. his executors a ſignes, to adminiſter all ſuch goods, chattels, m plate and debts, as at the day of the making he be in the cuſtody of the ſaid R.B. to be adminiſt or in the hands or poſſeſſion of any other perſon perſons, except ſuch goods, chattels, money plate, now in the poſſeſſion and cuſtody of the T.T. of the ſaid Teſtators, which is or are to be miniſtred as ſhall be thought good by the ſaid R And further if the ſaid T.T. his heirs or execu do not diſcharge any debts of the ſaid Teſta without the conſent of the ſaid R.B. his executors adminiſtrators, nor any action which the ſaid R or his executors ſhall juſtly attempt and bring agai any perſon or perſons, to or for the recovery of a of the debts, goods and chattels of the ſaid Teſta that then, &c. or elſe, &c.

A Condition not to do any act as Executor, without consent of his Co-executor.

The Condition, &c. that whereas one C.B. late of N. deceased, by her Testament and last Will, named, ordained and constituted the within bound M. and the within named N I. to be Executors of the same her Testament and last Will, as by the same last Will and Testament amongst other things appeareth; therefore the said M.B. shall not at any time hereafter make, or cause to be made any release, acquittance or other discharge, to any person or persons, for or concerning any of the debts, goods or chattels, which were the said C.B. the day of her decease, nor shall do or suffer, or cause to be done or suffered, any other act or acts, thing or things, in or about the execution of the said Testament and last Will of the said C. without the consent, assent and agreement of the said N I. that then, &c.

A Condition to procure one to seal an acquittance by a day, and to save harmeless.

The Condition, &c. that whereas the within named A.B. hath the day of the date within written, paid and delivered to the within bound C.D. or and to the use of L.O. now Resident in France, in the parts beyond the Seas, the summ of, &c. if therefore the said C.D. his executors or administrators shall and do before the, &c. cause and procure the said L. O. to seal and deliver as his deed to the use of the said A. B. his executors and administratots, in the presence of two or three sufficient and credible witnesses, a sufficient and lawfull acquitance, testifying the receipt of the said summ of, &c. and also if the said C.D. his executors, administrators or assigns, do deliver or cause to be delivered to the

said

ſaid A.B. his executors or adminiſtrators, at or in
&c. the ſame acquittance ſealed and delivered
foreſaid, and certified under the hands of the ſame
neſſes whole uncancelled and undefaced, at or
fore, &c. and alſo do in the mean time ſave and
harmeleſs the ſaid A.B. his heirs executors and
miniſtrators and every of them, and all and eve
his and their lands, tenements, goods and cha
and every Part thereof, againſt the ſaid L.O. his
cutors, adminiſtrators and aſſigns, and ever
them, of and for the ſame ſumm of, &c. and
part thereof, and of and from all actions, ſuits,
charges, damages and demands, for or concerni
ſame, and every or any part thereof, that the
or elſe, &c.

A *Condition to acknowledge ſatisfaction of judgement.*

THe Condition, &c. that whereas the within
A.B. in M. term now laſt paſt, hath obtai
gainſt the within named L.O. in the Court
monly called, &c. a judgement in an action of
as by the Records in the ſaid Court remaining
therefore the ſaid A.B. do in Eaſter-term now
enſuing, at the coſts and charges of the ſaid
cauſe ſatisfaction to be acknowledged and entred
Record, in full diſcharge of the ſame judgemen
then, &c. or elſe, &c.

A *Condition to procure two to ſeale releaſes for ties, and to ſave harmeleſs.*

THe Condition, &. that whereas R.B. late
zen and Harber daſher of London, and broth
the above bound W.B. in and by his laſt Will

ſtament, did give and bequeath unto W.B. and
B. ſons of the aforeſaid W.B. their father,
o.l. apeece legacies to be paid, as in and by the ſaid
t Will and Teſtament of the ſaid R. more at large
peareth : and whereas alſo the above named M.H.
e now husband of R. the late widow and executrix
the ſaid R.B before the enſealing hereof, at the
neſt requeſt and deſire of the ſaid W.B. the father
h paid unto the ſaid W. to and for the uſe and be-
oof of the ſaid W. and F. his ſons, the ſaid lega-
s of 40.l. apeece in lawfull Engliſh money, the
ceipt whereof the ſaid W.B. the father, doth hereby
knowledge and confeſs : if therefore the ſaid W.B.
e father, or above bound T.D. and W.F. or a-
of them, their or any of their executors, admini-
rators or aſſigns, within twenty eight dayes, next af-
r that the ſaid W. and F.B. ſons of the ſaid W.B.
e father, ſhall ſeverally attain their ſeverall ages of
. years, ſhall give and deliver unto M.H. his ex-
cutors, adminiſtrators or aſſigns, good, lawfull and
fficient releaſes or acquittances, under the hands
d ſeals of the ſaid W. and F. the ſons of the ſaid
of and for the ſaid legacies of 40.l. or elſe do in
e mean time, and alſo at all times afterwards acquit
d diſcharge, or elſe ſave and kep harmeleſs, and in-
mnified the ſaid M.H. his executors and admi-
ſtrators, from and againſt the ſaid W. and F.B.
e ſons, of and for the ſaid legacies, and alſo of
nd from all actions, ſuits, troubles, coſts, charges,
nd damages, that ſhall be commenced, proſecuted, or
ny way happen to or againſt the ſaid M.H. his exe-
cutors, adminiſtrators or aſſigns, for or concerning
he ſaid legacies by the ſaid W. and F. or either of
hem, or any other perſon, for, by or under them, or
either of them, that then, &c. or elſe, &c.

A

A Condition that a woman ſhall releaſe her dower.

THe Condition, &c. that if L.O. of W. widow late wife of T.O. of, &c. do before the, &c. her writing under her hand and ſeale, remit, releaſe, quit claime unto the within named R.O. ſuch eſtate right, title, intereſt, claime and demand whatſoever which ſhe the ſaid L.O. hath, may might, ſhould of right ought to have, in or to all or any part of the lands, tenements and hereditaments, which were inheritance of the ſaid T.O. her Husband deceaſed or any part thereof, for or by reaſon of her dower, of any joynture heretofore made, or by reaſon of other right, title or means whatſoever, at any time before the date hereof, come, grown or accrewed alſo if the ſaid within bound A.B. his executors, miniſtrators or aſſigns do before the, &c. leave deliver, or cauſe to be left and delivered to and the ſaid R.O. at, &c. the ſaid writing or releaſe ſealed and delivered as aforeſaid being certified under the hands of two or three ſufficient witneſſes, ſaid whole, uncancelled and undefaced, that then, &c. elſe, &c.

A Condition to ſuffer a mans wife to make her Will

THe Condition, &c. that whereas the within bound A.B. ſhall ſhortly by Gods grace, marry and take to wife C.D. late the wife of E.F. deceaſed, and by reaſon and means of the ſaid marriage, he the ſaid A.B. ſhall be greatly preferred and advanced in ſubſtance and riches, in conſideration whereof, if ſo be that the ſaid A.B. after marriage had and ſolemnized between him and the ſaid C.D. do quietly permit and ſuffer the ſaid C.D. (if ſhe fortune to deceaſe before

the ſaid A.B.) to declare and make her Will in ing, or otherwiſe, by word of mouth, and in the to give, will and bequeath, or otherwiſe to aſ- and diſpoſe of, at her free-will and pleaſure, to mongſt her kindred, friends and acquaintance; any of them, or to any other perſon or perſons, her ſhall be thought meet and convenient, the of, &c. of, &c. And further, if the ſaid A.B. his tors, adminiſtrators or aſſignes, or any of them, reaſonable requeſt to him, them or any of them made, by any ſuch perſon or perſons, to whom ſaid C.D. ſhall ſo give and bequeath any ſuch or ſumms of money, extending no further than ſaid ſumm or value of, &c. as is aforeſaid, do and truly pay or cauſe to be paid, all and every ſeveral ſumm and ſumms of money, gifts and fts, ſo to be given and bequeathed by the ſaid and in ſuch manner as ſhall be by her appointed, hen, &c. or elſe, &c.

A Condition to marry one by a Day, or elſe pay a ſumm of money.

he Condition, &c. that if the within bound A.B. do on or before the, &c. of, &c. lawfully eſpouſe, y and take to wife one E.K. the daughter of, &c. he the ſaid E. will thereunto aſſent and agree, and Eccleſiaſtical laws permit and ſuffer the ſame: but ſe it ſhall happen the ſaid E.K. and A.B. or ei- of them to die or deceaſe before ſuch marriage and ſolemnized as aforeſaid, then if the ſaid A.B. executors, adminiſtrators and aſſignes, do well and y pay, &c. to the ſaid E.K. her executors or aſſignes ſumm of, &c. on, &c. at, &c. that then, &c. or , &c.

A Condition to be a true Prisoner.

THe Condition, &c. that if I.H. Merchant of *Lucas*, which now is in the Prison of the Co[m]mon-wealth of *England*, under keeping of the She[riff] within written, as well by reason of writ of, &c. the Statute of the Sraple, conteining the sum of, &c. as also for other certain actions, causes suits on the behalf of R.S. &c moved and co[m]menced, be from henceforth a true and faithfull Prison[er] tarrying and remaining with the said Sheriff and Deputies till the same I. H. be fully discharged acquitted of the said actions, and then content pay to the said Sheriff, &c. all and singular charges, fees and other duties, in such cases heretofore accustomed to be paid, that then, &c. else, &c.

A Condition to save harmless for being bound for the appearance of a man.

THe Condition, &c. that whereas the within named O.P. at the special instance, request and fire of the within bound Sir E.G. by one obligation bearing the date within written, stands bound joyntly and severally with the said Sir E. and the within bound A. M. unto R. H. and H. Sheriffs of the City of *London*, in the summ of, of, &c. with a condition there under-written, for appearance of the said Sir E.G. before the Justices the Court of Common-pleas at *Westminster*, on, next, &c. to answer to C.G. of a plea of trespass, as the same obligation and condition thereto more large appeareth; if therefore the said Sir E.G. do according to the tenor and true meaning of the obligation

on, and condition above recited, appear before the id Justices of the said Court, &c. on the day in and the condition of the said obligation limited and pointed for his appearance, to answer unto the said G. of a plea of treſpaſſe. And alſo if the ſaid Sir G. his executors and adminiſtrators, and every of em do from time to time, and at all times hereafter, ely and clearly acquit, diſchage, or ſave and keep rmleſſe the ſaid G.P. his heirs, &c. and his and their ods, and every of them againſt the ſaid Sheriff of City of *London*, and againſt all other perſons atſoever, of and for the ſaid obligation, and con. ion above recited, and penalty in the ſaid obligati- conteined, and every part and parcel thereof, and and from all actions, ſuits, judgments, executions, demnations, dammages and demands, touching or ncerning the ſame, that then, &c. or elſe, &c.

A Condition wherein the Factor is truly bound to ſerve the Merchant and no other.

THe Condition, &c. that if the within bound I.O. do from the day of the date within written, unto e end and term of four years from thence next en- ing, and fully to be compleat and ended, well, truly faithfully ſerve the within named L.S. and his al- nes in the trade and traffique of merchandizes, as ll in this Realm of *England*, as in any other parts yond the ſeas; and alſo if the ſaid I.O. at all times reafter, and from time to time during the ſaid term four years, upon the reaſonable requeſt of the ſaid S. his executors, adminiſtrators or aſſignes to be de to the ſaid I.O. do make, yield and deliver un- the ſaid L. S. and his aſſignes, as from any other ſons or perſons, by his or their aſſignes, notes and of all ſuch ſumm and ſummes of money, as ſhall

appear upon the foot of every such attempt o reckoning, as shall be so yielded, made and delive ed by the said I.O. to the said L.S. his executors, a miniſtrators or assignes, in form aforesaid; and fu ther, if the said I.O. at any time hereafter, during th said term of four years, as the said I. O. shall b Factor, Doer or Agent for the said L. S. and his a signes by any manner of ways or means, do not tra fique or merchandize, or do the affairs or buſineſſe any manner of perſon or perſons whatſoever, oth than the said L.S. and his assignes, without the speci licence, consent, will, knowledg and agreement the said L.S. his executors, administrators or assigne thereunto first had and obtained in writing, u der his and their hand and seal, that then, &c. e elſe, &c.

A Condition to pay uſe for Orphanage or Legacy-mo belonging to Orphans.

THe Condition, &c. whereas the within bound A B. and C.D. on the day of the date within wri ten, have in their hands, poſſeſſion and cuſtody, th ſumm of, &c. of, &c. being Orphanage or Legacy money, appertaining unto E F. and G.H. Childr and Orphans of I. K. late Citizen and Grocer London deceaſed, for the ſure payment whereof ſuch time or times, as the said Orphans shall be ſe verally capable of their ſeveral portions, accordi to the cuſtom of the City of *London*, or according t the days and times limited in the Teſtament and la Will of the said I. K. father of the said E.F. and G H. the said A.B. and C.D. with other ſureties ſtan obliged and bounden by recognizance, taken an acknowledged in the Orphans Court of the City o *London*, to the Chamberlain of the said City fo th

time being, in certain competent penalty or penalties, according to the custome of the said And whereas the charge, education, keeping and ing up of the said Orphans, is committed unto said I.K. and S. his wife, mother of the said Or- ; if therefore the said A.B. and C.D. or ei- of them, or the executors, administrators or af- of them or either of them, do every year year- ring so long time as the said summ of, &c, or art thereof shall continue and be in the use and ation of them the said A. and C. or either of , or of the executors, administrators or assignes em or any of them, do well and truly pay or cause paid to the said I.K. his executors or assignes, nd toward the charge and education of the said ren, or of such of them as shall longest conti- and be in his or their Orphanage or minority, e use, loan or occupation of the said summ of, or of such part thereof, as shall longest continue be in the use, possession and occupation of them said A.B. and C.D. or either of them, or the tors or assignes of them, or any of them, after te and allowance of 6.l. 13.sh. 4.d. of, &c. for y hundred, and so after that rate for a lesser summ, e cause shall require, the same allowance to be quarterly, at the Feasts of, &c. yearly by e- portions, at or in the, &c. that then, &c. or &c.

A Condition for the executing of a Goalership.

The Condition, that if the within bound I. W. his executors and assignes, do well and truly exe- and use the office of Goalership in the County L. and also do well, surely and safely keep all and y such person & persons, now being in the Prison

of the Common-wealth of *England*, in the ſaid Co
ty of E. or that hereafter ſhall be committed to
ſaid Goal, or to the ſaid I.W. and further that if
ſaid I.W. his executors or aſſignes, at his or
proper coſts, do ſafely carry, bring and recar
perſons in the ſaid Goal now being, or that a
time hereafter ſhall be priſoners there, to any
place or places as the ſaid Sheriff, or his aſſignes
appoint or name within the ſaid County of E.
furthermore be truly and diligently attending, a
and aſſiſting the ſaid Sheriff and his under-Sheri
Deputies, at all and every time and times, whe
execution ſhall be done, within the ſaid County
and upon any perſon or perſons, attainted or
attainted for treaſon, felony, murther or hereſie,
otherwiſe, or for any other cauſe, unto the end of
execution. And further if the ſaid I.W. his ex
tors and aſſignes, do diſcharge and ſave harmleſs
ſaid Sheriff, his heirs, executors, adminiſtrators
aſſignes, againſt the Common-wealth of *England*,
againſt all and every other perſon and perſons,
from all manner of eſcapes, dammages and
fines, iſſues and amerciaments, which by the
gence or otherwiſe of the ſaid I.W. his executo
aſſignes, that the ſaid Sheriff ſhall or may in any
be charged or incumbred with, or ought to be
ged by the Law, by reaſon of the office of the She
wick of the ſaid County, from time to time,
content and pay to the ſaid Sheriff his heirs, e
tors or aſſignes all ſuch ſumm and ſumms of m
as the ſaid Sheriff, his heirs, executors or aſſ
ought to pay to the Common-wealth, or to any
perſon or perſons, or be due to the ſaid Sheriff
reaſon of the ſaid office of Goalerſhip, that then
or elſe, &c.

A Condition for the re-assurance of Lands.

He Condition, &c. that if the within bound A.B. his heirs, executors, administrators and assignes, every of them do from time to time, and at all hereafter, upon the reasonable request, at the and charges in the law of the within named C. make, knowledg and suffer unto the said C.D. eirs or assignes, or unto such other person or ons as he or they shall name or appoint, all and such lawfull and reasonable act and acts, thing things, devise and devises in the law, as by the said his heirs or assignes, or by his or their councel ed in the law shall be reasonably advised or devi- for the assurance and conveying unto him the said his heirs and assignes for ever, absolutely with- ay manner of condition or mortgage, all such te- ents, lands, meddows, leases, pastures and heredita- ts whatsoever, with all and singular their appurte- ces situate, lying and being in, &c. all which, &c. are, or late were in the tenure or occupation of, or his assigns, and somtimes were in the tenure of, or his assignes, which said lands, tenements, med- s, leases, pastures and hereditaments, were lately veyed, bargained and sold unto the said A.B. and eirs by W.M. of, &c. as by an Indenture thereof between the said W.M. on the one part, and the A.B. on the other part, bearing date the, &c. last before the date within written, more plainly at it may appear: And also if the said lands, tene- ts, meddows, leasoes, pastures and hereditaments, all and singular other the premisses, with th' ap- enances, now be and at all times hereafter shall free and clearly discharged, or otherwise sufficient- ved and kept harmlesse by the said A.B. his

heirs, executors and administrators, of and from and every bargain, sales, leases, titles, troubles and cumbrances whatsoever, had, made or done, or hereafter to be had, made or done by the said A.B. heirs or assignes, that then, &c. or else, &c.

A Letter of Atturney conteined in the latter end of Indenture.

AND furthermore the said G.C. and T.N. made, ordained, nominated and appointed, by these presents do make, ordain, nominate and point R.B. Esquire, and T.W. Gent. their true, sufficient and lawfull Atturneys, joyntly and severally them, and in their names and stead, into and all and singular those the said two parts, &c. other the premisses, or into any part thereof, in name of the whole to enter, and peaceable and possession and Seisin thereof, for them and in names to take, and after such possession and Seisin thereof had or taken as aforesaid, for them and their names, stead and places peaceable and quiet possession, livery and Seisin of all and singular said premisses, or any part thereof, in the name the whole, to deliver unto the said H.B. his heirs assignes, or his or their certain Atturney in that half, ratifying, allowing and confirming all and whatsoever their said Atturneys, or either of them, do or cause to be done in or about the premisses these presents. In witnesse, &c.

A Release of a Proviso.

KNow all men by these presents, that I B.C. &c. for divers good causes and consideracions me hereunto moving, have remised, released and quit

-claimed, and by theſe preſents for me, my exe-
ors, adminiſtrators or aſſignes, do remiſe, releaſe
for ever quit-claim unto L. M. of,&c. his heirs,
ecutors or aſſignes, as well one proviſo or condi-
on, and all and every the ſumm and ſumms of mo-
y, ſpecified in the ſame proviſo or condition, con-
ned and comprized in one pair of Indentures of
rgain and ſale, bearing date the, &c. in the, &c.
de between me the ſaid B. C. of the one party,
d the ſaid M L. of th' other party, as alſo all and
manner of actions and ſuits, cauſe and cauſes of
ons and ſuits, for or concerning the ſaid proviſo,
witneſſe, &c.

A Releaſe of a Covenant mentioned in an Indenture of Leaſe.

TO all,&c. A.B. of,&c. ſendeth greeting. Where-
as in and by one Indenture of Leaſe, bearing
e,&c. made between E.B. of th'one party and the
d A.B. of th'other party, there is conteined a Cove-
nt in theſe words following, *viz.* (reciting the Co-
nant *verbatim* as therein conteined,) whereunto
ation being had, it doth and may more at large
ppear; now know ye, that I the ſaid A.B. for divers
ood cauſes and conſiderations me hereunto eſpecial-
moving, have remiſed, releaſed, and quit-claimed,
d by theſe preſents for me, my executors and ad-
iniſtrators, do fully and clearly remiſe, releaſe and
uit-claim unto the ſaid E.B. his executors and aſ-
ignes, the ſaid covenant, grant, clauſe, agreement and
rticle, before rehearſed and mentioned, and all
nd every other matter, thing and things ſpeci-
ed, declared and conteined in the ſame covenant,
auſe and agreement, and all the benefit, profit, ad-
antage & commodity, that by any manner of means

may or might arise, grow, come or happen to me the said A B. for or by reason, or touching or concerning the same covenant, clause, article or agreement or any word, sentance, matter, thing or things therein conteined, so that the said E B. his executors and assigns, and every of them, from henceforth for ever shall be clearly and fully aquitted, released and discharged against me the said E. B. my executors and administrators, and every of us, of from, and for the said covenant, grant, clause, article and agreement, before rehearsed, and of and for every thing and things touching or concerning the same, and that this present release shall not in any wise extend to any other covenant, clause or article before rehearsed, for and during the said term, &c. In witness, &c.

A bargain and sale of woods.

THis, Indenture, &c. between, &c. witnesseth, that the said I. M. for the considerations hereafter in these presents expressed, hath bargained and sold, and by these presents doth bargain and sell unto the said F. M. all those woods, underwoods and trees whatsoever, standing, growing, lying or being, in and upon all that wood and wood-ground, called or konwn by the name of, &c. in the County of, &c. parcel of the mannor of, &c. in the same County (except and always reserved) out of this present bargain and sale, unto the said I. M. his heirs and assigns, 50. trees of Oake to be taken and marked by the said I. M. or his assigns, in such manner as hereafter in these presents is expressed, *viz.* It is agreed between the said Parties to these presents, and either of them severaly for himself, his executors and administrators, covenanteth and granteth to and with the other of them, his executors and administrators, that the said F. M shall

or

may first choose ten Oaks, and after the said I.M. choose ten other, so either of them one after another ten Oaks, until the said I.M. or his assigns, have made choice of the said number of 50 trees be, to be excepted, in consideration of which said bargain and sale, the said F.M. doth covenant, &c. to and with the said, &c. that he the said F.M. his, &c. shall well and truely pay, &c. unto the said I.M. his, &c. the summ of, &c. one the, &c. at, &c. and further the said I.M. doth covenant, &c. to and with, &c. that it shall and may be lawfull, to and for the said I.M. his executors and assigns, at all seasonable times of the year, after choice made by the said I.M. or his assigns, to the said 50. trees to him excepted, as aforesaid, during the space of, &c. next ensuing the date hereof, to fell, cut down and carry away the said woods, underwoods and trees before by these presents bargained and sold, and every of them, except before excepted, and likewise the said F.M. doth covenant, &c. to and with, &c. that he the said F.M. his executors or assigns, shall and will at every felling, of which he or they shall make of the said woods, underwoods or trees, leave standing or growing, so many staddles and storiers, as by the laws and statutes in that case provided, are or ought to be left, for and in recompence of which staddles and storiers so to be left, the said I.M. for him his executors and administrators, doth covenant, promise, grant and agree to pay or cause to be paid, upon reasonable request unto the said F.M. his executors or assigns, so much money, as by two persons thereof th'one to be chosen by the said I.M. th'other by the said F.M. shall be thought reasonable, and by them limited and appointed: And furthermore the said I.M. doth covenant, &c. to and with, &c. that if the said F.M. his, &c. do pay, &c. unto the

said

ſaid I.M. his, &c. the ſaid ſumm of, &c. at t
days, time and place before limited for the paym
thereof, and in ſuch manner and form as is afo
ſaid, that then one recognizance, in the na
of a Statute Staple, bearing date, &c. ta
and knowledged, &c. wherein the ſaid F.M. ſta
eth bound to the ſaid I.M. in the ſumm of,
ſhall be utterly voyd, and of none effect.
witneſs, &c.

An aſſignment of an extent upon a Satute.

THis Indenture made the, &c. between T.O.
&c. of th'one party, and Sir L.L. of, &c.
L.B. of, &c. of th'other Party, witneſſeth that whe
as T.R. of, &c. R.R. of, &c. and R.B. of,
by their recognizance in the nature of a Statu
Staple, bearing date the, &c. taken and acknowled
ed before, &c. did acknowledge themſelves to ow
to the ſaid T.O. the ſumm of, &c. payable, a
and by the ſaid Satute or Recognizance more at la
appeareth: And whereas alſo certain writs of exten
bearing date the, &c. in the, &c. were awarded out
the Court of Chancery, being directed to the th
Sheriffe of the County of Yorke, by vertue of whi
writ ſo directed into the county of Yorke, the ſa
then Sheriffe did extend all that the mannor or cap
tall meſſuage, &c. in the, &c. and divers lands, ten
ments, &c. as in and by an inquiſition thereof, ha
and taken by the ſaid Sheriffe, at R. in the Coun
of Yorke aforeſaid, bearing the, &c. then laſt paſt
annexed to the ſaid writ of extent, and remaini
of Record in the High Court of Chancery, more
large doth and may appear; and whereas alſo afte
ward Sir M.W. Knight then Sheriffe of the ſaid Cou
ty of York by vertue of a Writ of Liberate, likewiſe d
recte

ſted to the ſaid Sheriffe, hath delivered poſſeſſion
d ſeizin of the ſaid mannor or capitall meſſuage,
d of and in divers lands, tenements, meddows,
edings and paſtures with their appurtenances in M.
reſaid in the ſaid County of York, &c. unto the
d T.O. to have and to hold the ſaid recited Pre-
ſſes in the ſaid Writ mentioned unto him the ſaid
O. and his aſſigns as his free-hold, until the
id debt of, &c. with coſts, charges and damages,
hould be of the ſaid mannor, lands and tenements
extended and delivered ſhould be paid, as in and by
he ſaid Writ of Liberate remaining of Record in the
gh Court of Chancery more at large appeareth. Now
his indenture further witneſſeth, that the ſaid T.O.
r and in conſideration of a competent ſumm of
ood and lawfull money of England to him in hand,
and before th'enſealing and delivery of theſe pre-
ents, by the ſaid Sir R.L. and L.B. well and truly
ontented and paid, whereof and wherewith he ac-
nowlegeth himſelf fully ſatisfied and paid, and
hereof and of every part & parcel thereof, doth clear-
y aquit, exonerate and diſcharge the ſaid Sir R.L.
nd L.B. their heirs, executors and adminiſtrators,
nd every of them, for ever by theſe preſents hath gi-
ven, granted, bargained, ſold, aſſigned and ſet over,
nd by theſe preſents doth fully, clearly and abſolutely
ive, grant, bargain, ſell, aſſign and ſet over unto the
ſaid Sir R.L. and L.B. their executors, adminiſtrators
nd aſſigns, all the eſtate, right, title, intereſt, pro-
perty, claim and demand whatſoever, which he the
ſaid T.O. now hath or had, or may, might or
ought to have, of, in or to the ſaid mannor or capitall
meſſuage, lands, tenements, hereditaments and pre-
miſſes in M. aſo reſaid, and of, in and to the moyety,
&c. and of, in and to every part and parcel thereof
with th'appurtenances, by force and vertue of the

ſaid

said extent, inquisition and Liberate aforesaid, and every or any of them, or in them, or any of them conteined, to have and to hold, occupie, possesse, receive, take and enjoy the said mannor of M. the said moyety of, &c. and all and singular other the premisses before mentioned, with their appurtenances, together with all rents, issues, profits, commodities and advantages thereof whatsoever unto the said Sir R.L. and L.B. their heirs and assigns, to the only proper use and behoof of them the said Sir R.L. and L.B. their heirs and assignes for ever, for and during the term and continuance of the said Extent, until the said summ of, &c. with the costs, damages and charges be out of the said mannor and other the premisses extended as aforesaid, fully satisfied, contented and paid, as is aforesaid. In witness, &c.

A Condition for finding Apparel for an Apprentice by his friends.

THe Condition, that whereas I.R. son of the within bound E.R. by his Indenture of Apprenticeship, bearing date, &c. last past, before the date within writen, hath put himself Apprentice to the within named H.S. to the Art which he now useth, and with him to serve and dwell after the mannor of an Apprentice, from the day of the date of the same Indenture, for and during the term of eight years from thence next ensuing, and fully to be compleat and ended, as by the same Indenture may appear: and whereas it is intended and agreed upon by and between the said E.R. and H.S. that he the said E.R. his executors or administrators, or some of them shall from time to time, and at all times, during the said term of eight years, finde and provided to and for the said I.R. good, sufficient and necessary rayment and apparel, as doublet, hose, shoes stockings, shirts, bands,

nds; cloak, hat and all things needfull and conveni-
t for such an Apprentice, if therefore the said E.R.
s executors, administrators or assignes, do and shall
early, and every year at or before the Feast of Ea-
er, during all the said term of, &c. finde and provide
and for the said I.R. such sufficient rayment and ap-
rel as aforesaid, and at all other time and times
eedfull during all the said term, or otherwise in de-
lt thereof, well and truly pay or cause to be paid
to the said H.S. his executors, administrators and
ssignes, at or in, &c. the summ of 3.l.6.sh.8.d. of, &c.
r and towards the said apparel, on or before the
id Feast day of the Ascension of our Saviour, in
ery year yearly, during the said term without fraud
r coven, that then this, &c.

A Condition to save harmless from Bond.

THe condition of this, &c. that if the within bound L.D. his executors, administrators or assignes, or any of them, do and shall on this side, or before the, &c. next coming, clearly acquit and discharge the above named E.A. his executors and administrators, out of and from all and every Bond and Bonds, obligation and obligations whatsoever, wherein and whereby the said E. A. standeth joyntly obliged and bounden with the said L. D. to any person or persons whatsoever, for payment of any summ or summs of money, that then, &c.

A Condition for money (given by Will) to be lent gratis.

THe Condition, &c. that whereas A.B. &c. by his last Will and Testament, bearing date, &c. did give and bequeath unto the Parson and Church-wardens

dens of the Parish of, &c. the summ of, &c. to be lent unto young men of the said Parish, upon sufficient Sureties for two years *gratis*, and so from two years to two years to some other young men of the said Parish, by 10.l. a man without paying any consideration for the same, as by the same Will more at large may appear, of which said summ of, &c. the within bound W.L. the day of the date within written, hath had and received 10.l. according to the meaning of the said Will; if therefore the said W.L. his executors, administrators or assignes, or any of them, do well and truly content and pay, or cause to be paid unto the within named H.I. T.I. and R.I. or any of them, their or any of their executors, administrators or assignes, the said summ of, &c. on the, &c. which shall be in the year of our Lord God, 1631. at or in, &c. that then this, &c.

A Condition that one Executor shall not release any of the Testators debts or goods, without the consent of the other Executor.

THe Condition, &c. that at whereas I.H. of, &c. by his last Will and Testament, bearing date the, &c. published and declared in writing, did make and ordain the within named E.W. and the within bound K.E. his executors of the same his last Will and Testament, and afterwards died, after whose death the administration of all and singular the goods, chattels, credits and debts, which of late were the said I.H. were and are lawfully committed unto the said E.W. and K.E. if therefore the said K.E. hath not at any time or times heretofore, neither he the said K. his executors nor administrators, nor any of them shall at any time or times hereafter remise, release or otherwise discharge any of the debts, duties, specialties,

summ

and ſumms of money, or other thing whatſ, due and owing to the ſaid I.H. at the day of eath, or yet any of the action or actions, ſuits, ts, pleas, proceſſes, judgments or executions ſoever had, commenced, brought, or at any time times hereafter, to be ſued, had, commenced, ght, purſued, or executed by virtue of the ſaid , againſt any perſon or perſons whatſoever, for reaſon of any of the ſame ſpecialties, ſumm or s of money, debts, duties, or other things due payable as aforeſaid, or otherwiſe diſcontinue by nit or *retraxit* in the ſame action or actions uits aforeſaid, or any of them, ſo commenced or ght, or to be ſued in form aforeſaid, without the cial licence, conſent and agreement of the ſaid W. his executors or adminiſtrators firſt had and ined in writing, ſigned and ſealed, with his, r or ſome of their hands and ſeals, that &c.

Condition that one ſhall not become bound for any perſon, by writing or promiſe without conſent.

He Condition, &c. that if, &c. A. B. ſhall not at any time or times hereafter, by his writing ligatory, ſigned or ſealed with his hand, make or or by any other writing or bale, promiſe or ract whatſoever, or otherwiſe ſolely by himſelf, joyntly or ſeverally, with any perſon or perſons, come or ſtand bound as Surety with, to or for any ſon or perſons, in or for payment of any ſumm or s of money to any manner of perſons for the debt, or any cauſe whatſoever, of any perſon or perſons ſoever, (above the ſumm of 40 l. of, &c.) other for his one onely debt, duty or cauſe, without the

the ſpecial conſent, aſſent and licence of the wi
named C.D. firſt had and obtained in writing, u
his hand and ſeal, that then, &c.

A Condition to ſurrender Land, or pay money in lieu thereof.

THE Condition, &c. that if, &c. A.I. and
heirs, or ſome of them, within the ſpace of,
next enſuing the date hereof, upon reaſonable req
to him or them made, by the within named R.
his heirs or aſſignes, or any of them, and at h
their coſts and charges in the Law, do make and p
cure, or cauſe to be made and procured, to the u
the ſaid R.H. and his heirs for ever, according
the cuſtome of the mannor of, &c. ſuffieient
lawfull ſurrender and aſſurance, of and in one m
ſnage or tenement cuſtomary, ſometimes called t
&c. with all barns, ſtables, orchards, gardens and
ther th'appurtenances to the ſame adjoyning and b
ſonging, ſituate, &c. diſcharged or ſaved harmle
from all former ſurrenders, charges and incu
brances, made, done or committed by him the ſa
A.I. or his heirs, or by any other perſon or perſon
by whom ſuch ſurrender ſhall be ſo made, the fine
fines, for or by reaſon of ſuch ſurrender or admi
on upon the ſame, and the rents and ſervice
from henceforth to be due to the Lord or Lords
the ſaid mannor of whom the premiſſes are holden,
by parcel, (onely excepted and fore-prized) and if
caſe the ſaid R.H. or his heirs, within the ſpace of,
now next enſuing, ſhall diſlike to accept of ſuch ſu
render, and ſhall not make any ſuch requeſt for t
ſame, as is aforeſaid, then if in lieu and recompe
thereof, the ſaid A.I. his heirs, executors, adminiſtra
tors or aſſignes, or any of them do at th'end of
ſam

year now next enſuing, at the furtheſt with-
ree moneths then next following, well and truly
or cauſe to be paid unto the ſaid R.H. his execu-
or aſſigns, at or in, &c. the ſumm of, &c. of law-
&c. without fraud or coven, that then, &c.

A *Condition, &c. to keep Peace.*

THe Condition, &c. that if, &c. B.W. at all times
hereafter do well and honeſtly bear and behave
ſelf as well in word as in deed, towards the with-
amed I.R. and all his, as any honeſt man ought
do, and alſo if the ſame B.W. at all times hereaf-
do keep the, &c. in his own proper perſon towards
ſaid I.R. and all his: and further if the ſaid B.
at no time hereafter, do vex, ſue, moleſt or trou-
or cauſe to be ſued, vexed, moleſted or troubled,
ſaid I. in his body, goods or otherwiſe, by any
ner of means, for any matter, cauſe or thing
ſoever it be, that then, &c.

A Condition to juſtifie all ſuch Actions as ſhall be commenced by vertue of a letter of Attorney, and not to releaſe, etc.

THe Condition, &c. that if, &c. W.L. his, &c.
do at all times hereafter, and from time to time ju-
ify, averre, maintain and allow all ſuch actions, ſuits,
its, pleas, plaints, premiſſes, condemnations, judge-
ents, executions and demands, as the within named
S. his, &c. ſhall at any time hereafter commence,
hibit, procure or proſecute by force of a letter of
torney, bearing the date within written, made
m the ſaid W.L. to the ſaid E.S. againſt all or any
e perſon or perſons or debtors therin named, their
ir, executors or adminiſtrators, for the recovery

of the ſeveral ſumms of money, by every of them ſ
verally owing, mentioned in the ſaid letter of Attor
ney, to the only uſe therein ſpecified. And do perm
and ſuffer the ſaid E.S. his, &c. to recover and r
ceive all and every the ſaid debts and ſumms of m
ney, and the coſts, damages, profits of ſuits and oth
commodities and advantages, to come or grow a
way by the ſame, to the uſe of the ſaid E.S. his, &c.
ever, without account, without releaſe, acqu
tance, diſcharge, non-ſuit, countermand, diſavo
retraction or other avoiding of the ſame perſo
ſumms of money, debts, ſuits or other demands,
eruing upon the ſame, without the conſent of
ſaid E.S. his, &c. firſt had and obteined for the ſa
that then, &c.

A *Condition to pay money according to a Proviſ in a bill of ſale.*

THE Condition, &c. that whereas the with
bound R.H. by his bill of ſale, bearing date t
day of the date within written, hath bargained, ſo
and delivered in plain and open market, according
the cuſtome of the City of London unto the wi
in named T.C. three gilt bowles, weighing 60. ounce
&c. to have and to hold, &c. with a Proviſo co
teined in the ſaid bill of ſale, that if the ſaid R.
his, &c. do pay, &c. unto the ſaid, &c. that th
this, &c. as by, &c. and whereas the ſaid T.C. doth
ſteem and value that the ſaid three gilt bowles,
not to be worth the ſaid ſumm of, &c. conteined
the ſaid bill of ſale; if therefore the ſaid R.H. h
&c. do pay, &c. unto the ſaid T.C. his, &c.
ſaid ſumm of, &c. on the day and at the place me
tioned in the ſaid Proviſo, and thereby redeem
premiſſes, out of the hands and poſſeſſion of the ſa
T.C. his, &c. that then, &c.

A Condition to do ones endeavor for the recovery of the debt against the Surety.

THe Condition, &c. that whereas the above-bound I.H. hath obteined ſeverall judgments againſt W. Eſquire, and T.B. Gent. upon one obligati- wherein the ſaid T.B. and M.W. ſtand bound o the ſaid I.H. in the ſumm of 215.l. with con- on for payment of 107.l. 10ſh. as by the Re- ds remaining in the Court of Common-Pleas at ſtminſter may appear; if therefore the ſaid I.H. executors, adminiſtrators and aſſigns, do and ll from time to time, and at every time and times eafter, do and uſe his and their beſt means and en- vors with effect, by Writ or Writs of execution, by other Writs or means, lawfully to recover and re- ve of the ſaid M.W. his heirs, executors or admi- ſtrators, or of his or their lands, tenements, goods, attels or hereditaments the ſaid ſumm of 215 l. d coſts of ſuit heretofore obteined by judgement, foreſaid, without releaſing the ſaid ſumm of mo- y as aforeſaid, or any part thereof, except it be by greement and conſent of the ſaid H.B his executors, miniſtrators and aſſigns, or alſo do and ſhall well d truly pay, or cauſe to be paid unto the ſaid H.B. s executors, adminiſtrators or aſſigns, the ſaid m of, &c. and coſts of ſuit, or ſo much there- as ſhall be received by the ſaid I.H. his executors, miniſtrators or aſſigns of the ſaid M.W. his heirs, ecutors or adminiſtrators, or his or their goods, attels, lands or tenements, upon or by reaſon of the d Judgement. and that within two moneths, next er he or they ſhall have received the ſame without aud or coven, that then, &c.

A Condition for quiet enjoying of a meſſuage ſold.

THe condition, &c. that if the within nam I M. his heirs and aſſigns, and every of the ſhall and may for evermore, from henceforth peac ably and quietly have, hold, occupie, poſſeſſe and e joy all that meſſuage, tenemet and lands ſitua lying and being in, &c. and every part and pa thereof, mentioned to be bargained and ſold, by within bound R.W. to the ſaid I.M. in and b certain Indenture and bargain of ſale, bearing date day of the date within written, made between within bound R.W. and A. his wife on th'one pa and th'above, named I.M. on th'other part, clea diſcharged, or otherwiſe ſufficiently ſaved harmeleſ of and from all and all manner eſtates, titles, cha ges and incumbrances whatſoever, at any time here fore had, made, committed, permitted, ſuffered done by the ſaid W. or by his means or procureme that then, &c.

A Condition to pay a yearly ſumm of money for wives Joynture during her life.

THe Condition, &c. that if th'above bound T. his heirs, executors, adminiſtrators or aſſigns, any of them, do well and truly pay or cauſe to be pa unto K. the now wife of the ſaid T.P. for and in t name of her joynture, yearly and every year for a during the term of the naturall life of the ſaid K. if ſhall ſurvive and overlive the ſaid T.P. her husban the yearly ſumm of, &c. at four moſt uſual Feaſ in the year, that is to ſay, at, &c. by even and equ portions, the firſt payment thereof to begin and to b made at the Feaſt of the ſaid Feaſts, which ſh

nd next happen after the death of the ſaid T.P. e the K. ſhall be then living, and alſo if when of them, the Sureties of the ſaid T.P. ſhall hap- to die or depart this natural life, the ſaid K. li- the Survivor of them, within one moneth next his death, ſhall procure one ſufficient Surety to me bound with the then ſurviving obligor in the lumm, and under the ſame condition, and ſo time to time during the life of the ſaid K. upon ealing and delivery of every which new Bond, former Bond to be delivered to the ſurvivor to be celled, that then, &c.

Condition to endeavour to diſcharge an obligation by a day.

He Condition, &c. that if, &c. do and ſhall uſe his beſt endeavour for and in diſcharge of one obli- on, bearing date the, &c. wherein the within na- d D.W. and B.B. of, &c. are and ſtand bonnd to the ſaid M.B. deceaſed, in the ſumm of 100.l. payment of 52.l. at a day already paſt, and do reof acquit and diſcharge the ſaid D.W. and B.B. either of them, their and either of their execu- s, adminiſtrators and aſſignes, of and from all acti- , ſuits, troubles, coſts, and charges whatſoever, of, and concerning the ſaid obligation, or ſumms of ey therein conteined, that then this, &c.

Condition reciting an abſolute bargain and ſale is made to one for the Indempnity of a Bond, if the money be paid upon the Bond, the Grantee is bound to re-aſſure.

He Condition, &c. that whereas the within na- med I.T. by his deed indented bearing date the

day of the date within written, for the indempnity
discharge and saving harmeleſſe of the within boun
Sir M.W. his heirs, executors and adminiſtrator
of, for, from and concerning one obligation, bearin
date the, &c. within written, wherein the said S
W.M. for th'only debt of the said I.T. togeth
with the said I.T. is and ſtandeth bound unto
P. Eſquire, in the ſumm of, &c. with condition
payment of, &c. on the, &c. next coming, hath gra
ed, bargained, ſold and confirmed unto the said
M.W. his heirs and aſſigns for ever, all that Clo
&c. with th'appurtenances called or known by
name of, &c. ſituate, lying and being in, &c.
by the ſame deed inrolled in the High Court
Chancery, amongſt divers other things therein co
teined, may more at large appear; if therefore
ſaid Sir M.W. his heirs or aſſigns, in whom th
ſtate of the before mentioned premiſſes is or ſhall
veſted or ſettled, do and ſhall upon reaſonable requ
to him or them to be made in that behalfe, by the ſa
I.T. his heirs or aſſignes, (after that the ſaid I.T.
heirs, executors, adminiſtrators or aſſigns ſhall ha
paid the ſaid 104.l. and accquitted and diſcharged t
ſaid Sir M.W. his heirs, executors, adminiſtrato
and aſſigns, of and from the ſaid obligation, and
ſumm and ſumms of money therein conteined,
the coſts and charges in the law of the ſaid I.T.
heirs or aſſigns, re-convey and re-aſſure unto
ſaid I.T. his heirs and aſſigns for ever, the ſa
Cloſe called, &c. with th'appurtenances with wa
ranty therein to be conteined, againſt the ſaid Sir
W. his heirs and aſſigns only, ſo as he or they be n
compelled to travel, for the making of the ſaid aſ
rance, further then the place of his or their abo
and reſidence at the time of ſuch requeſt made,
ghen, &c.

A Condition (reciting a surrender of land upon condition,) that if the money be not paid according to the condition, the Obligor may enjoy the lands, &c.

THE Condition &c. that whereas the within bound T.I. hath the day of the date within written, surrendred into the hands of the Lord of the mannor of H. in the County of, &c. out of Court, by the hands of A.B. and C.D. two of the customatenants of the said mannor, according to the custome of the said mannor, one messuage or tenement, &c. with all and singular their and every of their appurtenances, now or late in the tenure or occupation of the said T.I. his assign or assigns to th'only use and behoof of the within named F.A. and of his heirs and assigns for ever, according to the custome of the said mannor; nevertheless upon condition for payment of, &c. at or in, &c. as by the same surrender more at large appeareth; if therefore the said F.A. his heirs and assigns, and every of them shall or may from time to time, and at all times for ever, from and after default made in payment of the said summ of, &c. at the day and place appointed for payment thereof, as aforesaid, lawfully, peaceably and quietly have, hold, occupie, possesse and enjoy the same messuage or tenement, lands, and all and singular other the premisses, in & by the said surrender mentioned and expressed, clearly and absolutely acquitted and discharged, or otherwise by the said T.I. and his heirs, sufficiently saved and kept harmlesse of and from the joynture, dower and thirds of K. now wife of the said T.I. to be claimed or challenged of or in the said premisses or any part thereof, and of and from all and all manner of former and other bar-

gains, contracts, ſurrenders, and other charges, title troubles and incumbrances whatſoever, by the ſa T.I. his heirs and aſſignes, in any wiſe heretofo had, made, committed, ſuffered or done, or to be h made, committed, ſuffered or done, the rents a ſervices to the chief Lord or Lords of the fee there and from thenceforth growing due therefore on excepted and fore-prized, that then, &c.

A Condition that whereas one hath an annuity iſſu out of the manner of, &c. which ſaid annuity he hath releaſed, &c. for payment of, &c.

THe Condition, &c. that whereas the wit bound I.B. hath and holdeth for the term of natural life, of the grant of the within named R. one annuity or yearly rent of, &c. by the year iſſu and going out of the mannor of, &c. and out certain other lands, tenements and hereditaments, the County of, &c. as by the ſame grant there made more at large it doth and may appear, whi ſaid annuity or yearly rent of, &c. the ſaid I.B. by deed indented, bearing date the day of the date theſe preſents, hath bargained, ſold and releaſed t to the ſaid R.L. upon and under a certain conditi in the ſame deed indented, expreſſed, as by the ſa alſo it doth and may appear; if therefore the ſaid I. hath not at any time before th'enſealing and delive of the ſaid deed indented, bargained, ſold, give granted, aſſigned or ſet over, or by any other me incumbred the ſaid annuity or yearly rent of 10 or any parcel thereof, that then, &c.

Condition whereas the Obligee hath owing by one a ſumm of money, which is to be paid to a Creditor of the Obligors, who is bound to repay within ten days after notice of the Receipt.

THe Condition, &c. that whereas the within named I.F. hath remaining in the hands and cuſtody of G. &c. the ſumm of, &c. which ſumm of, &c. ſaid I.F. is contented at the requeſt and deſire of the within bound I. &c. ſhall be paid and delivered by ſaid G. &c. unto one L. &c. if therefore the ſaid, &c. executors, adminiſtrators or aſſignes, do well and truly pay or cauſe to be paid unto the ſaid I.F. &c. his executors, adminiſtrators or aſſignes, at or in, &c. ſaid ſumm of, &c. within ten days next after, ſaid I.F. his executors, adminiſtrators or aſſignes ſhall give ſufficient notice or teſtimony unto the ſaid, his executors, adminiſtrators or aſſignes from the ſaid L. teſtifying that he the ſaid L. hath received the ſaid ſumm of, &c. of the ſaid, &c. as aforeſaid, without fraud or coven, that then, &c.

Condition where a Bond is aſſigned, and that if the Obligees in the aſſigned Bond do not pay, then the Obligee in this is bound to pay, &c.

THe Condition, &c. that whereas the within bound A.B. hath by his deed in writing, bearing date, &c. aſſigned over unto the within named C.D. the obligation bearing date the, &c. wherein E.F. and G.H. ſtand bound unto the ſaid A.B. in the ſumm of, &c. with condition for payment of, &c. on day, &c. at, &c. as by the ſame deed of aſſignment and ob-

obligation may appear, if in caſe the ſaid E.F. a
G.H. their executors, adminiſtrators or aſſignes
not pay unto the ſaid C.D. his executors or aſſigne
the ſaid ſumm of, &c. on or before the, &c. with ſu
conſiderations as ſhall be therefore due; if then t
ſaid A. B. his executors, adminiſtrators or aſſigne
do well and truly pay or cauſe to be paid unto the ſ
C,D. his executors, adminiſtrators or aſſignes,
the, &c. at or in, &c. the ſaid ſumm of, &c. w
conſideration for the ſame after the rate of 8.l.
cent. to be accompted from the day of the d
within written, untill ſuch time as the ſame ſhall
fully payed, that then, &c.

A Condition upon an Attachment.

THe Condition, &c. that whereas th'above
med Sir R.L. Knight, is to pay unto Sir R
of, &c. the ſumm of 150.l. of, &c. upon B
bearing date on or about the, &c. laſt paſt, before t
day of the date above written: and whereas the da
the date above written, th'above bound W.S. h
attached the ſaid ſumm of, &c. in the hands of the
Sir R.L. if therefore the ſaid W.L. his execut
adminiſtrators, and aſſignes, and every of th
do and ſhall at all times hereafter and from time
time, well and ſufficiently ſave, defend, keep ha
leſſe and indempnified the ſaid Sir R.L. his he
executors, adminiſtrators and aſſignes, and every
them, as well againſt the ſaid Sir M.R. his exec
tors, adminiſtrators and aſſignes, as againſt all
every other perſon and perſons, for or concern
the ſaid obligation, or any ſumm or ſumms of m
ney therein conteined, and of and from all and
manner of actions, arreſts, ſuits, coſts, loſſes, c
ges, forfeitures, payments and detriments whatſoe

ch ſhall or may be commenced or happen, againſt ſaid Sir R. L. his goods or chattels, for or by reaſon the non-payment of the ſaid ſumm of, &c. unto the Sir M. R. his executors, adminiſtrators or aſſignes, the ſaid, &c. in regard the ſame is attached by the W. S. as aforeſaid, that then, &c.

A Condition to pay Rent quarterly for certain Rooms, &c.

The Condition, &c. that if I. A. of, &c. the within bound I. P. and T. A. or any of them, their or y of their executors, adminiſtrators or aſſignes, do ell and truly pay or cauſe to be paid unto the with- named G. P. his executors, adminiſtrators or aſ- nes, the yearly ſumm of, &c. for thoſe Rooms, par- of the capital meſſuage, ſituate, &c. wherein the I. A. now inhabiteth, for and during the full m of, &c. to be accompted from the, &c. laſt ſt, before the date within written, at the four moſt al Feaſts or Terms in the year, that is to ſay, at e Feaſt of, &c. or within ten days next enſuing very of the ſaid Feaſts, by even and equal portions, or in, &c. the firſt payment to begin and to be ade at the Feaſt-day of, &c. next enſuing the date ithin written, or within ten days next enſuing the ne Feaſt, that then, &c.

A Condition to ſurrender Land to certain uſes.

The Condition, &c. that if the above bound M. W. S. W. and I. W. and every of them and their heirs, do and ſhall at the next Court to be holden for the mannor of W. in the County of, &c. which ſhall be after requeſt made by the above na- ed A. L. her heirs or aſſignes, the ſaid requeſt be- ing

ing made eight days before any such Court be hol
en, surrender into the hands of the Lord of the sa
mannor, to th'only use and behoof of the said A.
her heirs and assigns for ever, according to the c
stome of the said mannor, all that little Close of la
with the appurtenances, lying and being in a pla
called G. in the said County of E. being Coppiehol
land of the said mannor, the same premisses bei
at the time of the said surrender to be made freely
clearly acquitted and discharged, of and from
former surrenders, grants and incumbrances wh
soever, that then, &c.

*A Condition that the Sheriff executing a Writ, m
detein out of the goods and lands, extended
so much money, &c.*

THe Condition, &c. that whereas the within bou
R.W. the day of the date hereof, hath deliver
to the hands of the within named G.M. and W.
the writ of execution, for levying and extendi
the goods, chattels and moyty of the lands, ten
ments and hereditaments, of one Sir W.M. of, &
to and for the use of the said R.W. whereby the sa
R. may be satisfied of the summ of 200 l. mentio
ed in the said Writ, if in case the said G.M. and W
M. or either of them, do lawfully execute, or cause
be lawfully executed, the said Writ, according to th
nature, meaning and purport thereof by the impa
nelling of twelve lawfull and indifferent men to b
sworn of the Contents of the said Writ, if then th
said R.W. his executors and administrators, do qu
etly permit and suffer the said Sheriff or under-She
riff to have, take, receive and detein, to his and the
own proper use and behoof, out of such money
goods or chattels, as shall be had, levied or receive
by

rittue of the ſaid Writ, or the execution thereof, much in lawfull money of *England*, or other bene- as they or the ſaid Sheriff or under-Sheriff, or one them ſhall think reaſonable or ſufficient for their ſfaction, of and for ſuch travel, pains or charges they ſhall be at, in and about the execution of the Writ and extent thereupon to be had or made, erwiſe within, &c. next after the ſaid Writ ſhall executed, and return made thereof accordingly, pay or cauſe to be paid unto the ſaid Sheriff or un-Sheriff, or their Deputy or Deputies ſo much law- money of *England*, as they ſhall for the cauſes reſaid reaſonably demand, that then, &c.

A Condition to ſave harmleſs from a Bond of Arbitrement.

The Condition, &c. that if the above bound A.D. his executors and adminiſtrators, or any of them nd ſhall from time to time, and at all times here- er, well and ſufficiently ſave and keep harmleſſe and demnified the above named G.M. his heirs, exe- tors and adminiſtrators, and his and their lands, nements, goods, chattels and hereditaments, of, for, m and concerning one obligation, bearing date the y of the date above written, wherein the ſaid G M. the requeſt of the ſaid A.D. is and ſtandeth bound o R.M. Gent. in the ſumm of 100.l. with conditi- there under-written, that the ſaid A.D. abide the rd of W.M. and T.B. Eſquires, Arbitrators, and and from all actions, ſuits, arreſts, coſts, charges demands whatſoever, concerning the premiſſes, thour fraud or coven, that then, &c.

A

A Condition where Purchase-money is to be paid at Payments, if default be made in the first, the whole with allowance to be paid at the second.

THe Condition, &c. that whereas, in and by pair of Indentures, bearing date the day of date within written, made between the within na A.L. of th'one party, and the within bound I.I. other party, the said I.I. is to pay to the said A.L. summ of 200.l. of,&c. on the,&c. at or in,&c. b the first payment of the summ of, &c. which the I.I. is to pay unto the said A.L. for the Purcha the Keepership, Herbage and Pannage of B. Pa &c. in the County of, &c. as by the said Inden may more at large appear: and if it shall happen said I.I. his executors, administrators and assigne make default in payment of the said summ of unto the said A.L. his executors, administrato assignes, on the said, &c. next coming, contr the tenor of the same Indenture, then if the said his executors, administrators or assignes, do well truly pay or cause to be paid unto the said A.L. executors, administrators or assignes the full s of,&c. on the,&c. at or in,&c. without fraud or ven, that then, &c.

A Condition where money is lent upon a Bond, and Letter of Atturney to receive the money due upon the Bond, the Obligor in this Bond is to pay, &c.

THe Condition, &c. that whereas A.B. of, and C.D. of, &c. by their obligation, bearing d the, &c. in the, &c. are and stand joyntly and se

bound unto E. F. &c. in the ſumm of, &c. for
ment of, &c. on the, &c. at, &c. as by the ſaid
ligation and condition thereupon made more at
e appeareth. And whereas I.F. by his Letter of
rney, bearing date the, &c. in the, &c. did make,
ain and conſtitute the within bound P.U. his law-
Atturney, irrevocably to ask, levy, recover and
eive, to his own proper uſe and behoof of the ſaid
B. and C. D. or either of them the ſaid ſumm
c. on the, &c. according to the tenor of the ſaid
ligation, as by the ſaid Letter of Atturney more at
e likewiſe appeareth: upon which ſaid obligation
letter of Atturney the within named H.B. hath
unto the ſaid P. U. the full ſumm of, &c. and
aſſigned the ſaid condition over unto the ſaid
with the ſaid letter of Atturney, ſo made unto
ſaid P. U. by the ſaid E. F. as aforeſaid; if in
therefore the ſaid ſumm of, &c. be not well and
paid to the ſaid H.B. his executors or aſſignes,
upon the ſaid, &c. next enſuing the date hereof,
the ſaid A.B. and C.D. or one of them, according
the true intent and meaning of the ſaid recited ob-
ation and condition hereof, to the proper uſe and
oof of the ſaid H. B. then if the ſaid P.U. and
within bound M. C. or either of them, or the
, executors or aſſignes of them, or either of
m, do and ſhall well and truly repay or cauſe to be
ayed unto the ſaid H.B. his executors or aſſignes,
ſumm of, &c. on the, &c. at or in, &c. in lieu
the ſaid, &c. ſo to be paid as aforeſaid by the ſaid
B. and C.D. that then, &c.

A

A Condition that the Obligor ſhall pay, &c. within three moneths next after default of payment made by another.

THe Condition, &c. that whereas Sir F.C. &c. Knight by his obligation, bearing date the day of the date above written, is and ſtandeth bound unto the above named R.N. in the ſumm of, &c. for the true payment of, &c. on the, &c. next enſuing the date above written, at or in, &c, as by the ſaid obligation may appear: and foraſmuch as the ſaid R.N. hath credited the ſaid F.C. for the ſaid ſumm of, &c. at the requeſt of the above bound A.M. and upon his the ſaid A.M.'s promiſe, and undertaking to pay unto the ſaid R.N. his executors, adminiſtrators or aſſigns, the ſaid ſumm of, &c. within three moneths next after the day of, &c. without conſideration for the forbearance thereof, after the rate of, 8.l. per cent. (in caſe the ſaid Sir F.C. his executors, adminiſtrators or aſſigns, do not pay the ſaid, &c. on the ſaid, &c. next coming) if thereſore the ſaid F.C. his executors, adminiſtrators or aſſigns, do not well and truly pay or cauſe to be paid unto the ſaid R.N. his executors adminiſtrators or aſſigns, the ſaid ſumm of, &c. on the ſaid &c. next following, and at the place of payment aforeſaid, then if the ſaid A.M. his executors, adminiſtrators or aſſignes, do not well and truly pay or cauſe to be paid unto the ſaid R.N. his executors, adminiſtrators or aſſigns, the ſaid ſumm of, &c. on the ſaid, &c. then next enſuing, and at the place and payment aforeſaid, by the ſaid R.N. his executors, adminiſtrators or aſſigns, upon the payment or receipt thereof, delivering up unto the ſaid A.M. his executors, adminiſtrators, or aſſigns the ſaid obligation where-

said F.B. standeth bound unto him, as aforesaid, then, &c.

Condition that if the Oligee do not receive the summ of, etc. of the, etc. according to a Letter of Atturney, then the Obligor to pay the said summ on the, etc. next after.

THe condition, &c. that whereas the above bound T.P. hath by Deed or Letter of Atturney, bearing date the day of the date above written, authorized and appointed the above named G.M. to ask receive, of and from the Commissioners appointed for the payment of moneys to souldiers, the summ of 17.l. of, &c. as by the same Letter of Atturney may at large appear; if therefore the said G.M. his executors, administrators or assignes, shall receive the said summ of 17.l. from the said Commissioners, on or before the, &c. next ensuing the date within written; then if the said T.P. his executors, administrators or assignes, do well and truly pay or cause to be paid unto the said G.M. his executors, administrators or assignes, the said summ of 17.l. &c. the, &c. next ensuing the date above written, &c. without fraud or coven, that then, &c.

Condition where a Letter of Atturney is recited, he to whom it is made, is bound not to prosecute any suit against the persons in the Letter of Atturney mentioned, on or before, &c.

THe Condition, &c. that whereas the above named H.H. by his Deed or Letter of Atturney bearing date the day of the date above written, hath authorized the above bound T.K. to be his true and lawfull Atturney, to obtain, receive and

take, of and from the ſaid Sir I.W. Knight, and T.M. Eſquire, their heirs, executors, adminiſtrators or aſſignes, all that ſumm of 200.l. due by obligation, and a Judgment of 260.l. thereupon recovered in the Court of the Upper-Bench at *Weſtminſter*, in which obligation the ſaid T.M. T.S. and the ſaid I.S. ſtand bound to T.H. widow late deceaſed, in the ſumm of 200.l. as by the ſame deed or letter of Attorney, amongſt divers clauſes and things therein contained, may more at large appear: if therefore the ſaid T.K. his executors, adminiſtrators or aſſignes, or any of them, do not, or ſhall not, from hence forth, at any time or times hereafter, before the 1 day of *December* next enſuing the date above written, proſecute or ſue forth, or cauſe to be proſecuted or ſued forth, any Writ or Writs, or other proceſſe or proceedings whatſoever againſt the ſaid T.M. his executors, adminiſtrators or aſſignes, for, concerning, or by reaſon of the ſaid recited obligation or judgment, or either of them, nor do or aſſent unto any other act or acts, deviſe or deviſes whatſoever whereby or by reaſon whereof the ſaid T.M. his heirs, executors, adminiſtrators or aſſignes, or his or their lands, tenements, goods or chattels, may in any wiſe be prejudiced, troubled or vexed, except it be by and with the aſſent, conſent and agreement of the ſaid H.H. his executors, adminiſtrators or aſſignes in that behalf firſt had and obtained in writing under his hand and ſeal, that then, &c.

A *Condition for payment of money within ten days after delivery of aſſurance of Land.*

THe Condition, &c. that if the within bounden T. his heirs, executors, adminiſtrators or aſſignes

ns or any of them, do pay or cause to be paid, o the within named H E. the full sum of 100.l. hin ten days next after that he the said H E. or heirs, shall make and deliver, or cause to be made delivered unto the said I.T. or his heirs, a good, ect and lawfull assurance in the Law, in Fee-ple, of and in certain Lands, Tenements and He-itaments, lying and being in D. or elsewhere in County of S. ammounting in the whole to the ly value of 40.l. according to the tenor and in meaning of certain Articles indented, bearing e the day of the date of these presents, made be-en the said H E of th'one party, and the said I. of th'other party, that then, &c.

A Condition to procure one to seal the Counterpart of an Indenture.

He Condition, &c. that if I.I. son of the above bound R.I. do and shall, when he shall compliſh the full age of twenty one years, upon uest to him made, sign, seal and deliver, as his and deed, unto the use of the within named C. and H.C. the Counterpart of one Indenture ring date, &c. made between, &c. and the same counterpart being so sealed and signed as aforesaid, ll deliver or cause to be delivered, unto the said his, &c. safe, whole, uncancelled and unde-ed, that then, &c.

A Condition to permit the Obligee to receive Rents and Tythes to his own use.

He Condition, &c. that if the within named N. B. his executors, administrators or assigns, ll and may at all times hereafter, and from time

to time, ask, collect, gather, perceive, receive
take, keep and enjoy to his and their own onely u
and behoof, all and all manner of rents, issues, tyth
fruits, obligations, obventions, offerings, profits, com
modities and advantages whatsoever they be, an
of what quality, nature, kind or condition the sam
be, now belonging or appertaining, and now be
ing due, or which hereafter shall belong, appertain
grow or become due, to W.A. Clerk, as person o
the parish Church of, &c. out, of or belonging
the Parsonage of, &c. or any parcel thereof, of all an
every person or persons whatsoever, for and durin
so long time as the said W.A. shall be, or of ri
ought to be parson of the parsonage aforesaid, an
also all and singular arrerages of the premisses, with
out let, interruption or disturbance of the with
holden, R. his executors, administrators or assigns, o
of any other person or persons, claiming by, of o
from the said R. or by his assent, means or procure
ment, and also, if neither the said R. at any time
heretofore hath released, nor that he, his executo
nor administrators, at any time hereafter shall releas
acquit or discharge the said W.A. his executors
administrators, of or concerning any bond, covenant
authority, contract or agreement, heretofore had
made by the said W.A. to the said N. and R. touch
ing or concerning the premisses, or any of them
nor do any act or acts, whereby or by reason where
of, the same obligations, bonds, writings, covenant
authority, contract or agreement, or any of them
shall in any wise be made frustrate or void; and al
so if the said R. do permit and suffer the said N.
have, take and enjoy to his and their own use, th
whole profit, benefit, advantage and commodity
which shall or may arise or grow, for, upon or b
reason of the said obligations, bonds, writings, cov
nants

ents authority, contract or agreement or any of them, that then &c.

A Condition to assure the moity of such lands, as shall be recovered by Law.

THe Condition, &c. that whereas the within bound T.H. pretended title to certain lands, tenements and hereditaments, situate, lying and being in H.S.M.B. and A. or in any of them, in the County of G. which late were of the inheritance of H. deceased, and from him the said T.H. by I.B. and others unjustly withholden, for a recovery thereof the within named H C. hath promised to do as much as in him shall lawfully lye and be, and to be and remain, for and on the behalf of the said T.H. &c. if therefore the said T.H. and his heirs, do within, &c. next after the obtaining and recovery of the said lands, tenements and hereditaments, or any parcel thereof, and he the said T. or his assigns, shall or may be in quiet possession thereof, and upon the request, and at the costs, and charges in the law of the said H.C. his heirs or assigns, make or cause to be made to the said H C. his heirs or assigns, to the only use and behoof of the same H. his heirs and assigns, good, lawfull, and sufficient conveyance and assurance in the law in fee simple of and in the moity and one half of the said lands, or of so much thereof, as from time to time shall happen to be obtained or recovered, and of and in the arrerages of the same moity, and one half, of the premisses, in such manner and form, as by the Councel learned in the Law, of the said H.C. his heirs or assigns shall be reasonably advised or devised, clearly discharged of all and all manner of bargains, sales, charges and incumbrances whatsoever, had, made, committed

or done, or to be had, made, committed or done, by the said T. or by any other, by his assent, means, interest, title or procurement, that then, &c.

A Condition to save one harmlesse from all debts that may be duly demanded as executor of, etc. and also that one shall seal a Release, when she comes to the age of, etc.

THe Condition, &c. that if the above bound E. T. and W. T. their executors, administrators or assigns, or any of them, do and shall at any time hereafter, and from time to time, clearly acquit, exonerate and discharge, or otherwise well and sufficiently save and keep harmlesse and indemnified, the above named I. E. his heirs, executors and administrators, and his and their goods, chattels, lands, tenements and hereditaments, and every of them, of and from all debts, duties, bills, bonds, specialties and demands whatsoever, which at any time and times hereafter, shall or may be duly and lawfully demanded or recovered, of or from the said I. B. his heirs, executors and administrators, by any person or persons whatsoever, for or by reason of any reckoning, duty, specialty, debt or demand whatsoever, due, owing or payable by the abovenamed R. T. deceased, to any person or persons whatsoever, and also of and from all costs, charges, sutes, arrests, judgements, executions and demands whatsoever, which shall or may happen, come, grow to be unto or against the said I. B. his executors, administrators, or any of them, for, upon or by reason thereof; and also if A. T. daughter of the said E. T. and such person as she shall intermarry withall, within one moneth next after she the said A. shall be lawfully married, or shall accomplish her full age of twenty one

ree years, which ſhall firſt or next happen, do and ſhall make, ſeal and deliver, as his, her or their act and deed, a good, ſufficient and lawfull acquittance, diſcharge and releaſe, under his, her or their hands and ſeals, unto the ſaid I.B. his executors and adminiſtrators, of, for or concerning all ſumm and ſumms of money, gifts, legacies, bequeaths and demands whatſoever, given and bequeathed unto the ſaid A. in and by the laſt Will and Teſtament of the ſaid R.T. the ſame releaſe to be made in ſuch manner and form as by the ſaid I.B. his executors or adminiſtrators, or his or their Councel ſhall be reaſonably deviſed or required, that then, &c.

A Condition for payment of all ſuch moneys as one late deceaſed did ow to any perſon or perſons whatſoever.

THe Condition, &c. that if the above bound I.B.R. his executors, adminiſtrators or aſſignes, do and ſhall from time to time, and at all times hereafter well and truly pay or cauſe to be paid unto all and every perſon and perſons whatſoever, all and every ſuch debts, duties, reckonings, ſumm and ſumms of money, and demands whatſoever, as ſhall be juſtly and truly due and owing unto them or any of them, by R.P. Eſquire deceaſed, ſo as the ſaid debts due by the ſaid R.P. and to be paid by the ſaid B.R. do not extend to more than the ſumm of 742.l.of, &c. which the ſaid S.B. and F.P have the day of the date hereof paid and delivered to the ſaid B.R. according to an Order of the eigh'h day of this inſtant *July*, made in the high Court of Chancery, and do and ſhall alſo from time to time, and at all times hereafter, well and ſufficiently ſave and keep harmleſſe and indemnified the ſaid Sir B.B. and F.B. and either of

them, their and either of their heirs, executors and administrators, and his, their and every of their goods, chattels, lands, tenements and hereditaments, and every of them, against all and every person and persons whatsoever, of, for, touching and concerning all, every or any the debts, duties and demands whatsoever, due or payable by the said R.P. to any person or persons aforesaid, without fraud or coven, that, &c.

A Condition from a Goaler to an under Sheriff for saving harmless.

THE Condition, &c that if the above bound A. B. Deputy Goaler, to T.T. servant to &c do from time to time receive and take into his ward and custody, within the Gaol at the Castle of *Lancaster*, in the County of *Lancaster* aforesaid, all such person and persons, prisoner and prisoners, which shall fortune to be committed or sent to the said Gaol, or committed to the ward and custody of the said Gaoler, by the said Sheriff or his Deputy, or by any Justice or Justices of Peace, or by any other having lawfull authority to commit persons or prisoners to the said Gaol, and the same persons or prisoners so committed as aforesaid, do well and truly, duly and sufficiently by his own proper person, or by his sufficient Deputy or Deputies, so keep, that the said Sheriff, his heirs and executors, and all the lands, tenements, goods and chattels of the said Sheriff, be saved harmlesse from all losses, penalties, amerciaments and dammages whatsoever, as well against the Common-wealth of *England*, as also against all other person and persons, of, for and concerning the custody and keeping of the said Gaol and prisoners within the said Castle of *Lancaster*, or elsewhere in the

said

County of, &c. and likewise do discharge, save keep harmlesse the said Sheriff, his heirs and exe-ors, and all those his lands, tenements, goods and tels, from time to time, and at all times hereafter, and from all and every escape and escapes, as well convict persons, reprieves and felons, and of all er persons now committed, for any contempts, demnations, trespasses, or misdemeanors, which y happen, or chance hereafter to be committed the said Gaol, for any the causes aforesaid, during time the said A.B. shall be Deputy Gaoler to said T.T. and the said T.T. continue Sheriff; and ewise that if the said A.B. or any other by his con-t, privity or appointment, in any wise let to bail mainprise, any prisoner or prisoners to him com-tted as aforesaid, not bailable by the Laws of the alm, without the special commandment or ap-ointment of the said Sheriff; and if the said A.B. his sufficient Deputy, be ready to give his attend-ce upon the said Sheriff and his Deputy, at all mes necessary and convenient, and all and every ll thing and things, that he shall be required to by the said Sheriff or his Deputy touching or con-rning the, &c. affairs and businesse wherewith the d Sheriff is or shall be charged or employed, in or out the keeping of the said Gaol or Prison, that en, &c.

Condition for the peaceable and quiet receiving of Rent reserved in a Demise.

THe Condion, &c. that whereas the within named T.B. and K.B. by their deed indented, ed the, &c. have demised, granted, set and to m let, unto, &c. one messuage or tenement, &c. ith all, &c. in the County of, &c. for the term of

of, &c. from thence next ensuing, and fully to compleat and ended, for the yearly rent or summ &c. of lawfull money of *England*, payable as by same deed indented, amongst divers other covena grants, articles and agreements therein conteine more plainly appear; if therefore the within nam B.K. his executors, administrators and assignes, sh and may peaceably and quietly have, receive, p ceive, take, hold and enjoy the said yearly rent summ of, &c. and other the premisses before in th presents recited, to his and their own onely use a behoof, during the natural life of the said K. witho any lawfull let, suit, trouble, denial, eviction or disturbance of the said K. or of any other person persons, by her means, assent, consent, right or pr curement, that then, &c.

A *Release of Recognizance assigned to one.*

TO all Christian people, &c. P.U. of *London* Mer chant, stranger, sendeth greeting in our Lo God everlasting, that whereas the right Honorabl W. Earl of *Derby*, Lord *Stanley*, Lord of *Man* an the Isles, *T. Ireland* of *Grays* Inn in the County o *Middlesex* Esqu; H.C. of *Knowsley* in the County o *Lancaster* Gent. and H. *Adys* of *Button* in th County of *Dorset* Gent. by their writing of reco gnizance or statute-staple, bearing date the sixth da of *July*, &c. taken and acknowledged before Sir I. P Knight, Lord chief Justice of *England*, stand bound to *Peter H.* Citizen and Alderman of *London* in £200 l. of, &c. payable, as in and by the same writing of recognizance or statute more at large doth appear; and whereas the said *Peter H.* by his sufficient deed of assignment in writing, bearing date the five and twentieth day of, &c. in the, &c. did for

ivers and certain considerations him thereunto
cially moving, grant, assign and set over unto me
aid *P. Vanloor*, as well the said recognizance or
e, and the said debt of 3200 *l.* and
s said right, title and interest, which he the said
Houghton then had or ought to have, had in
o the same, To have, and to hold the said recog-
nce or statute and the said debt of 3200 *l.* afore-
and all his said right, title and interest in and
e same, unto me the said P. V. my executors and
ns, as our own proper goods and chattels for ea-
as by the said assignment amongst other cove-
s and clauses therein contained more fully and
ge it do h and may appear. Now know ye that
said P. V. for divers good causes and considera-
s me hereunto especially moving, have remised,
sed and quit-claimed, and by these presents for
my executors, administrators and assigns, and
y of us, do remise, release, and for ever quit-
m unto the said *Henry Adys*, his heirs, executors,
inistrators and assigns, and every of them, the
gnizance or statute aforesaid, and the penalty
forfeiture thereof, and also all and all manner of
ions, arrests, extents, judgements, executions,
demnations, Liberates, seisures, debts and de-
nds wharsoever, which I the said P. V. or the said
. or either of us now have, shall, may, might or
ght to have against the said H. *Adys*, his heirs, ex-
tors, administrators and assigns, or any of them
his, their or any of their lands, tenements, goods,
chattels, for or by reason of the said recognizance
statute, or of the penalty or forfeiture thereof
any wise, so that neither I the said P. V. nor the said
H. our executors, administrators or assigns nor
y of us, any action, arrest, extent, judgement, ex-
tion, condemnation, Liberate, seizure, debt or
demand,

demand, upon the said recognizance or statute, [illegible] or may from henceforth commence, prosecute pursue against the said H. *Adys*, his heirs, executors, administrators or assigns, or any of their lands, tenements, goods or chattels, but shall be thereof utterly debarred and excluded for ever by these presents. In witness, &c.

A Letter of Attorney to take possession, and to deliver a Lease upon the ground.

BE it konwn unto all men by these presents, that I W.D. of, &c. have made, ordained, constituted and authorized, and in my place and stead by these presents have put my well beloved friend I. of, &c. my true sufficient and lawfull Attorney, for me and in my name, and to the use and behoof of the said W.D. my heirs and assigns, to enter into that Manor of, &c. with all and singular the appurtenances, situate and being in K. in the County S. and now or late in the tenure or occupation of I.A. or of his assigns, and peaceably and quiet possession and seizen thereof, for me and in my name to take, and as my deed deliver unto one E.B. upon the premisses or some part thereof, one Indenture bearing date with these presents, made by the said W.D. to the said E.B. mentioning a demise of the premisses, from term of, &c. from the Feast of, &c. last past, then next ensuing, and fully to be compleat and ended, under the yearly rent of &c. unto which said Indenture I have subscribed my name with my own hand, and sealed with my seal, and delivered the same as an Escrowe unto the said I.D. to be delivered as my deed upon the premisses or some part thereof, after an entry made by him the said I.D. into the premisses or some

thereof, in the name of the whole, and all and
y other thing requisite and necessary to be done,
concerning the premisses, for me and in my
e, to do as fully and effectually, and in as large
imple manner and form to all intents and purpo-
s I my self might or ought to do, if I were then
there personally present. And I shall and will ra-
, allow and confirm all, and whatsoever my said
rney shall do or cause to be done, in or about
premisses, by these presents. In witnesse, &c.

Letter of Attorney to take possession of the Lands, and the same Lands to demise, survey or sell, and to receive, &c.

TO all, &c. R.E. of, &c. G.M. of, &c. and H.L. of, &c. send greeting. Know ye, that we the R E. G.M. and H.L. for divers good causes and siderations us in that behalf moving, have made, ined, constituted, and in our stead and place by e presents have put and authorized our servants N. and H.B. Gent. and either of them, our true ficient and lawfull Attorneys, for us and in our es, and to the use and behoof of us the said R. c. to enter into all those the Mannor of, &c. h their rights, members and appurtenances in County of, &c. and into the advousons of or nging to the same, or any of them, and into y part and parcel thereof, and the said Mannors, every or any of them, for us and in our names rvey, and we do by these presents give full po- and authority to the said R N. and H.B. and ei- of them, to be our steward or stewards of the Mannors, and every of them, and to keep such rt and Courts of Survey, and other Court-leets

and

and law-dales, of and upon the same Mannors
any of them, as to our said Attorney or either
them, or such other as they or either of them sh
appoint, shall be thought fitting, and the same Ma
nors and every or any of them, for us, and in ou
names, to bargain, sell, lease or grant to such perso
and persons, and for such estate for life, inheritanc
or otherwise, and for such sum and sums of mone
as to our said Attorneys and either of them, shall
thought fit and requisite, to the uttermost and be
commodity and profit of us the said R.E.G.M. an
H.L. and the deed and deeds of the same grants an
estates, so to be made for us and in our names,
seale, and as our deeds to deliver unto the partie
to whom the same shall be so made, or to any o
ther to their use or uses, and the Counterparts of th
same, for us and in our name, to accept and receive,
and also all such fines, and other summ and sum
of money, as shall grow due for the same, for us
in our names, and to the use of us the said R.E.G.
M. and H.L. to accept, receive and take, an
upon the receipt thereof, any acquittances or di
charges for us and in our names, to make, seal an
deliver, and also for us and in our names, and to th
use of us the said R.E.G.M. and H.L. to collect
gather, receive and take all such rents, duties, her
ots, arrerages of rents, and profits of Courts, as re
already or shall be due or payable, for, our, of or co
cerning the premisses or any of them, giving an
granting unto our said Attorneys and to either o
them, our full power or lawfull authority in, touch
ing and concerning the premisses, to do execute,
proceed and finish in all things, in as large and am
ple manner and form, as we the said R.E.W.M.
and H.L. of any of us, might or ought to do, if w
or any of us were then present, and ratifying an
al

ing whatſoever our ſaid Attorneys or either them ſhall do in the premiſſes, or any of them, ding to the intent of theſe preſents. In wit- , &c.

Letter of Attorney of a Bond, for performance of Covenants of an Indenture of Leaſe.

O all, &c. I I.K. of, ſend greeting. Whereas L.B. of, &c. M.A. of, &c. by their obligation ing date the, &c. are and ſtand bound unto me ſaid I.K. in the ſumm of, &c. with condition eupon endorſed, for the true performance of covenants, rents and payments, mentioned and eined in and by one pair of Indentures of Leaſe, ing date the day of the date of the ſaid obliga- made between the ſaid I.K. of the one part, the ſaid L.B. of the other part, as by the ſame ation and condition may appear. Now know that I the ſaid I.K. for divers good cauſes and ſiderations, me hereunto eſpecially moving, have granted, aſſigned and ſet over, and by theſe ents do give, grant, aſſign and ſet over unto I.C. &c. his executors, adminiſtrators and aſſignes, as the ſaid recited obligation and ſumms of mo- therein conteined, as all my right, action and mand in and to the ſame, giving and by theſe pre- granting unto the ſaid I.C. his executors, ad- iſtrators and aſſignes, full power and authority time to time, and at all and every time and es hereafter, from and after breach made, and performance of the covenants, grants, articles, yments or agreements, which on the part and be- of the ſaid L.B. are or ought to be obſerved, formed, fulfilled, paid and kept, mentioned and eined in and by the ſaid Indenture of Leaſe,

for

for me and in my name, nevertheleſſe to the one
uſe and behoof of the ſaid I.C. his executors, admi
niſtrators and aſſignes, to ſue, arreſt, implead and im
priſon, and at his and their will and pleaſure, out
priſon again to deliver and releaſe the ſaid L.B. an
M.A. and either of them, their and either of the
executors, adminiſtrators and aſſignes, for the brea
or non-performance of any the covenants, and
and every ſumm and ſumms of money recover
upon or by reaſon of the ſaid recited obligation,
detain and keep to the onely proper uſe and beho
of the ſaid I.C. his executors, adminiſtrators a
aſſignes, without any accompt therefore to be re
dred, or for any part thereof; and I, &c. ſhall a
will ratifie, allow and maintain all and whatſoe
the ſaid I.C. his executors or aſſignes ſhall do
cauſe to be done in or about the premiſſes; and
the ſaid I.K. for me, my executors and adminiſtra
tors, do covenant, promiſe and grant to and wi
the ſaid I.C. his executors, adminiſtrators or a
ſignes by theſe preſents, that neither I the ſaid I.K
my executors or adminiſtrators, have releaſed th
ſaid obligation, or any ſumm of money there
conteined, nor ſhall or will acquit, releaſe or othe
wiſe diſcharge the ſame, or any the Obligors there
in mentioned, their executors adminiſtrators, o
either of them, without the ſpecial licenſe, con
ſent and agreement of the ſaid I.C. his executors
or aſſignes, in that behalf firſt had and obtained. I
witneſſe, &c.

A Letter of Attorney to receive Rent when it ſhall grow due.

BE it known unto all men by theſe preſents
that I T.B. of, &c. for divers good cauſes a
an

nſiderations me moving, have made, conſtituted and ppointed, and by theſe preſents do make, ordain, ſtitute and appoint R.R. of, &c. my true, ſuffi-ent and lawfull Attorney and Aſſignee, for me and my name, nevertheleſſe to the onely uſe and be-of of the ſaid R.R. to demand, collect and receive W.R. A.H. and I.D. all that ſumm of, &c. and of T. all that ſumm of, &c. which ſaid ſumm of, . will be due and payable unto me the ſaid T.B. one half years rent at, &c. next enſuing the date theſe preſents, for lands by them holden of me, ing and being in M. aforeſaid, giving, and by theſe eſents granting unto my ſaid Attorney, full power d authority, for me and in my name, to take and ceive the ſaid ſumms of, &c. due to me as afore-id, and the ſame ſo had and received, to detain and ep to his own proper uſe without any accompt herefore to be rendred unto me the ſaid T.B. my ir or aſſignes; and alſo upon the receipt thereof, deliver unto them an acquittance in my name, ſatisfying the receipt thereof; and I ſhall and will tifie, allow and confirm all, and whatſoever my id Attorney ſhall do or cauſe to be done, in or out the premiſſes, by theſe preſents. In witneſſe hereof, &c.

Letter of Attorney to take poſſeſſion of a meſſuage, &c. from the Sheriff, taken upon an Extent.

TO all, &c. I Sir T. B. of, &c. ſend greeting. Know ye that I the ſaid T. B. have made, or-ained, conſtituted, authorized and appointed, and theſe preſents do make, ordain, conſtitute, au-orize and appoint T.W. and H.D. of, &c. or ei-er of them, my true and lawfull Attorneys or At-ney, joyntly or ſeverally for me and in my name,

to take and receive of the now Sheriff of the County of Y. peaceable and quiet poſſeſſion as well of and in one capital meſſuage, &c. as of and in, &c. all and ſingular which ſaid lands and premiſſes were lately belonging unto L.B. Gent. and which the ſaid now Sheriff hath extended by virtue of a Writ of Extent, to him directed upon a ſtatute of 200.l. acknowledged and entred into by the ſaid L.B. unto me the ſaid T. B. giving, and by theſe preſents granting unto my ſaid Atturneys, or either of them full power and authority, for me and in my name, to do, execute, accompliſh and finiſh all and whatſoever ſhall be needfull and neceſſary to be done, in or about the preſents by theſe preſents. And I ſhall and will ratifie, allow and confirm all and whatſoever my ſaid Atturneys, or either of them ſhall do or cauſe to be done, in or about the premiſſes, by theſe preſents as if I my ſelf were then and there perſonally preſent. In witneſſe, &c.

A Letter of Atturney to receive a Legacy, and the ſame to pay in diſcharge of a Bond.

TO all, &c. I R.F. of, &c. ſend greeting. Whereas R.B. and R.M. of, &c. together with me, &c. by one obligation, &c. (general words of the recital of the Bond) now know ye, that I the ſaid R.F. for the indemnity and ſaving harmleſſe of the ſaid R.B. and R.M. and either of them, their and either of their executors, adminiſtrators and aſſignes, and from the payment of the ſaid ſumm of, &c. unto the ſaid T.G. his executors, adminiſtrators and aſſignes, on the ſaid, &c. next coming, and at the place of payment aforeſaid, have made, ordained, conſtituted, authorized and appointed, and by theſe preſents do make, ordain, conſtitute, autho-

appoint, the said W.M. his executors, administrators and assigns, my true and lawfull Attorney, for me, and in the name or names of me the said R.B. my executors, administrators and assigns, to demand, ask, leavy, recover, and receive of M.B. &c. I. T. of, &c. and G.I. of, &c. or any of them, their or any of their executors, administrators or assigns, the full summ of, &c. parcel of such sum of money as is or shall be due and payable unto me, by legacy given unto me, in and by the last Will and Testament of W.B. my father late of, &c. esquire deceased, and upon the receipt of the said summ of, &c. to give and to deliver unto them the said, &c. or some or one of them, their executors or assigns, one acquittance bearing date the day of the date thereof, made, sealed and delivered by me to their use, testifying the receipt thereof, and the said summ of, &c. had and received, as aforesaid, thereout to satisfie and pay unto the said T.C. his executors, administrators and assigns, the said summ of, &c. on the said, &c. in discharge of the said recited obligation, and the remainder of the same to detain and keep to the onely use and behoof of me the said R.B. my executors, administrators and assigns, and thereof be accommptable, receiving and by these presents granting unto the said R.M. his executors, administrators and assigns, full power and lawfull authority, for me and in my name, stead and place to do or cause to be done, all and every such act and acts, thing and things, as he or they shall think meet or requisite to be done concerning the premisses, by these presents, as if I my self where then and there personally present. And I shall and will ratifie, allow and maintain all and whatsoever the said R.M. his executors or assigns shall lawfully do or cause to be done in or

about the premiſſes, by theſe preſents. In wi
neſſe, &c.

A Letter of Attorney to make Leaſes of Lands, and make Sale of Woods and Goods, and to make a Gr of a Stewardſhip during pleaſure, &c.

TO all, &c. E.M. of, &c. and wife of me
ſaid E. daughter and heir of, &c. and ſole exe
trix of the laſt Will and Teſtament of T.S.
quire, deceaſed, ſend greeting in our Lord G
everlaſting. Know ye, that we the ſaid E. and
for divers good and reaſonable cauſes and conſide
tions us eſpecially moving, have given and grant
and by theſe preſents do give and grant unto our
ry truſty and wel-beloved friend I.T. of, &c. the
fice of the Stewardſhip of all thoſe our manno
Lordſhips, lands, tenements and hereditament
within the Counties of, &c. late the lands and te
ments of the ſaid T.S. and him the ſaid I.T.
ward of the ſaid mannors, lands and tenements,
by theſe preſents nominate, appoint, make, cre
and conſtitute, to have, exerciſe, uſe and hold
ſaid office, with the appurtenances unto the ſaid I.
for and during our will and pleaſure; and we do
theſe preſents further give and grant unto the ſa
I.T. full power, liberty, licenſe and authority,
us and in our names, not onely to demiſe, grant,
and ſet out by Copy or Court-Roll, according
the cuſtomes of the ſaid mannors reſpectively,
ſuch perſon or perſons, in fee ſimple, fee-tail
term of life, lives or years, and for ſuch fines, re
and ſervices, as to the ſaid I.T. ſhall be thou
meet and convenient, all ſuch copyhold and
ſtomary lands of the ſaid mannors, or any
or parcel thereof, which now are demiſable
grantab

ntable, or lawfully may be demiſed, granted
let out, within the ſaid mannors, or any of them,
alſo to do, perform, execute, uſe and ac-
mpliſh all and every other act, things, demiſe
matter, which any ſteward or ſtewards of the pre-
ſſes, or any of them, at any time heretofore
ght or could do, or which we may or can in any
e licence or authorize the ſaid I D. or give com-
ſſion or power unto him, to do, execute perform
undergo. And furthermore we the ſaid E. and M.
divers good conſiderations, and upon mature
vice and deliberation, have given and granted, and
theſe preſents do give and grant unto the ſaid I.
and our truſty ſervants, I E. and C.B. or to two
them, whereof the ſaid I.T. to be one, full pow-
, liberty, licence and authority, for us and in
names by writing indented or otherwiſe, to de-
ſe, grant, let and ſet out, for life, lives or yeats,
nd ſingular the ſaid lands tenements and here-
ments, or any part and parcell thereof, to ſuch
erſon or perſons, and for ſuch ſumm and ſummes
money, and for ſuch rents and ſervices, and with
d under ſuch covenants, conditions, limitations,
icles and agreements, in ſuch manner, order, form
d ſort, as to the diſcretion of them the ſaid
T.I.E and C.B. or of two of them, whereof
e ſaid I T. to be one, ſhall ſeem meet and
onvenient, and alſo to grant, bargain and ſell the
oods, trees and underwoods of the premiſſes, and
ery or any part and parcell thereof, and to grant,
argain and ſell all ſuch goods chattles and ſub-
ance, which we or either of us have, or ought by
y means or title to have within the ſaid Counties,
ſuch perſon or perſons, and for ſuch ſumm and
mmes of money, and in ſuch manner and form as
the ſaid I.T.I.E. and C.B. or two of them,

whereof the said I.T. to be one shall be thought good and reasonable. And moreover we the said E. and M. have named, appointed, ordained and constituted the said I.T. &c. or two of them, whereof the said I.T. to be one, our true and lawfull Attorneys, to ask, demand, recover, leavy, receive and gather in our names and to our use, not only all such rents, and arrerrages of rents, debts, duties and services, that by any means, degree or sort are due and payable unto us, or either of us, or that we ought or should have of any person or persons within the said Counties, and in our names, or in the name of either of us, as the case shall require to sue, arrest and implead such of the said persons as will not make payment of the said rents, services, debts, and duties, and of every of them, and to sue execution upon any condemnation in that behalf, and also in our and either of our names, to make, seal and deliver releases, acquittances, or other discharges, of or for the said rents, debts, duties, and services, in every or any of them, to any person or persons, in such manner, sort and form as to the said I.T. &c. or to two of them whereof &c. shall be thought meet and convenient, and whatsoever the said I.T. shall do in, for or touching the demising, granting or setting out of the said coppyhold or customary lands, or as stewards of the premisses as aforesaid, and whatsoever the said I.T. &c. or any two of them, whereof &c. to be one, shall do, use or cause to be done, in for or touching any other thing or matter before mentioned, we do by these presents grant and promise, for us, our heirs, executors and administrators to establish, ratifie, confirm, stand to, allow and avow as fully and as perfectly, to all intents, construction and purposes as thought the same were done by us

ou

selves actually in our proper persons. In wit-
sse, &c.

A Warrant for an Atturney to confess a Judgment in case satisfaction be not made by a certain day.

MAster *Barnet*, Whereas I E.F. Esquire, toge-
ther with C.D. &c. am and stand bound by
ligation in the summ and penalty of, &c. condi-
ned for payment of, &c. at a certain day long
ce past, if in case I the said E.F. my, &c. do not
ll and truly satisfie and pay, or cause to be paid
to the said G.B. his, &c. all such summ or summs
money, as shall be due to him upon the said last
ited obligation, on or before the, &c. next en-
ng the date hereof, then I the said E.F. do here-
give warrant and authority, unto you the said R.B.
any other of the Atturneys of the Court of the
per-Bench at *Westminster*, to appear for me in the
d Court of the Upper-Bench at *Westminster*, unto
action or sure there to be brought or commenced
inst me the said E.F. by the said G.B. his, &c. up-
the said obligation, and to acknowledg and con-
sse a Judgment upon the said obligation, in *Micha-
mas* term next ensuing the date hereof; and this
ll be your sufficient Warrant for the same. In wit-
sse, &c.

To T.S. and R.B. Attorneys in the Court of the Upper-Bench at Westminster, jointly and severally, and to any other Attorney of the said Court.

WHereas I A.B. of, &c. do stand bounden by obligation, bearing date the day of the date hereof, unto C.D. &c. in the summ of, &c. conditioned for the payment of, &c. on the, &c. next ensuing, &c. as by the same, &c. Now I do hereby authorize the said Attorneys, or either of them, to appear for me, and to accept and take a declaration on the said obligation, and to plead *non sum informatus* to the same. And I do agree, that if the said, &c. be not paid according to the tenor of the condition of the said, &c. then judgment is to be entred, then as now for the said, &c. and I do also hereby release unto the said C.D. all errour and errours touching the said judgment and proceedings thereupon to be had. And I will not release or revoke the authority and power hereby given to my said Attorney. In witnesse, &c.

A Release of an Extent by an Administratrix.

REceived by me *Grace H.* widow, administratrix as well of the goods and chattels of *William Blithe*, Gent. as of E.T. Spinster deceased, the summ of, &c. of, &c. being the consideration money which the said H.H. payeth to me for the vacating and discharging of an Extent upon a statute of, &c. heretofore acknowledged and entred into by I.B. Gent. unto the said W.S. and also for the buying in and compounding of the said Extents, by virtue or colour of the said statute, and also for all my interest

geſt and demand in the ſame ſtatute and extent, of hich ſaid ſumm of, &c. I do hereby acknowledg e receipt, and by theſe preſents do for me, my exe- utors and adminiſtrators, remiſe, releaſe, and for ever uit-claim unto the ſaid I. D. the ſaid ſtatute and ex- ent, and all manner of proceſſe or proceeding what- ever occaſioned by reaſon of the ſaid extent. In inneſſe, &c.

A *Releaſe of a Bond, it being loſt.*

TO all Chriſtian people, &c. I M. *Langton* of &c. ſend greeting, &c. Whereas R. L. S. L. nd T. W. by their obligation, bearing date (re- ite the bond) as by the ſame obligation appeareth; nd foraſmuch as the ſaid ſumm of, &c. together ith all ſuch ſumm and ſumms of money as e due for the intereſt and forbearance, are nd is well and truly ſatisfied and paid unto me he ſaid M. L. in full diſcharge of the ſaid re- ited obligation; which ſaid obligation is loſt and annot be yet found: Now know all men by theſe preſents, that I the ſaid M. L. have remiſed, releaſed, nd quit-claimed, and do hereby for me, my exe- utors and adminiſtrators, remiſe, releaſe, and for ver quit-claim unto the ſaid R. L. S. L. and T. W. and every of them, their and every of their ecutors, adminiſtrators and aſſignes, and every f them, as well the recited obligation, and all uch ſumms of money as are therein mentioned, to e due and payable unto me the ſaid M. L. my exe- utors, adminiſtrators or aſſignes, as alſo all and ll manner of actions and ſutes, cauſe and cauſes of ctions and ſutes, accompts, debts, reckonings, mm and ſumms of money, judgments, executi- s and demands whatſoever, which I the ſaid M.

L.

L. ever had, now have, or that I, my executors, administrators or assignes, or any of us in time to come, can or may have, to, for or against the said R L. S.L. and T.W. or any of them, their or any of their executors, administrators or assignes, for or by reason of the said recited obligation, or any other matter, cause or thing whatsoever, concerning the premisses, from the beginning of the world untill the day of the date hereof. And I the said M.L. do for me, my executors, administrators and assignes, covenant, promise and agree, to and with the said R.L. S.L. and T.W. and every of them severally, their and every of their several, &c. and to and with every of them by these presents, that if I the said M.L. my executors or assignes, or any of us, at any time or times hereafter, do finde, or can have or obtain the said recited obligation, being lost as aforesaid, then I the said M.L. my executors, administrators or assignes, or some of us, shall and will within two moneths next after the said obligation shall be found as aforesaid, deliver and restore, or cause to be delivered and restored the said obligation unto the hands of them the said R.L. S.L. and T.W. or some or one of them, their, &c. or some of them. In witnesse, &c.

A Release of all Legacies and demands given and bequeathed by ones last Will and Testament.

KNow all men by these presents, that I E.T. of &c. widdow, have remised, released and quit-claimed, and by these presents do for me, my executors and administrators remise, release, and for ever quit-claim unto I. B. Genr. and H.H. Citizen, &c. executors, &c. and either of them, their executors, administrators, assignes, of and from all legacies, gifts, be-

bequeſts, ſumm and ſumms of money and demands whatſoever, bequeathed and given unto me the ſaid I.T. in and by the laſt Will and Teſtament of I.T. &c. deceaſed, and of and from all manner of actions and ſutes, cauſe and cauſes of actions and ſutes, ſumm and ſumms of money, debts, duties, reckonings, accompts and demands whatſoever, which I the ſaid I.T. ever had, now have, or that I, my executors or adminiſtrators, can or may at any time or times hereafter, have, challenge or demand againſt the ſaid I.B. and H H. or either of them, their or either of their executors, adminiſtrators or aſſignes, for or by reaſon of any matter, cauſe or thing whatſoever, from the beginning of the world untill the day of the date hereof. In witneſſe, &c.

To I.K. of, &c. one of the Atturneys, &c.

I A.B. do hereby deſire you, and do give you full power, licenſe and authority to appear for me, and for, &c. in the ſaid Court, as of this laſt M. term in an action of debt, for, &c. at the ſute of, &c. upon an obligation conditioned for the payment of, &c. in which ſaid obligation I ſtand bound as principal. And this ſhall be your ſufficient warrant in that behalf. In witneſſe, &c.

A Warrant to acknowledg ſatisfaction.

WHereas there is one judgment depending in the Court of Common-pleas at *Weſtminſter*, of *Trinity* term in the, &c. againſt I.F. of, &c. Eſq; for 500 l. debt, beſides the coſts of ſute for Sir H. Knight, as by the Records of the ſaid Court more at large may appear. Theſe are therefore to authorize and give full power to you and either of you

you, to acknowledg ſatisfaction upon the ſaid judgment, and for your ſo doing this ſhall be your ſufficient warrant irrevocable. Witneſſe, &c.

To R.P. and R S or any other Atturney of the Court of Common-Pleas at *Weſtminſter*.

A *Condition for the truth of a Merchants* Apprentice, *and that he ſhall give juſt accompts or demands, and pay what he ſhall fall ſhort in.*

THe Condition, &c. that whereas the within named H.S. at the inſtance and requeſt of the within bound Sir S. A. hath accepted and taken T. A. ſon of the ſaid S. A. to be the Apprentice of him the ſaid H. S. for the term of, &c. to be commencing from the day of the date within written, as in and by the ſaid Indenture, &c. If therefore the ſaid T.A. his executors and adminiſtrators, do from time to time hereafter, upon every reaſonable requeſt in that behalf to him or them to be made by the ſaid H.S. his executors, adminiſtrators, ſervants, factors or aſſignes, or any of them, yield, make or deliver up juſt and true accompt and accompts, and duly diſcharge him and themſelves unto the ſaid H. S. his executors, adminiſtrators or aſſignes, of, for, from and concerning all, &c. ſuch wares, goods, moneys, merchandizes, ſpecialties, bills of debt, and other things, which ſhall be committed, or come to the hands, charge, poſſeſſion or diſpoſition of the ſaid T.A. by reaſon or means of his ſaid ſervice, either the parts beyond the ſeas, or on this ſide; And in caſe it ſhall happen or fortune that he the ſaid T.A. any time or times during the ſaid term, to imbeaz-

ſtle

ſteal, purloin, miſ-ſpend, or unlawfully to detain, conſume or make away any of the moneyes, wares, goods, merchandizes, commodities, ſpecialties, bills of debt, and other things which do, or ſhall belong or appertain to the ſaid H.S. or any his partner or partners, his or their or any of their executors or adminiſtrators, or to any other perſon or perſons, wherewith he or they, or any of them, are or ſhall be in any wiſe charged or chargable; if then and ſo often the ſaid Sir S.H. his heirs, executors, adminiſtrators or aſſigns, or any of them, from time to time hereafter, always within two moneths next after notice and knowledge in that behalf, in writing to him, them or any of them, to be made or given, by the ſaid H.S. his executors, adminiſtrators or aſſigns, do well and truly make or cauſe to be made unto the ſaid H.S. his executors, adminiſtrators or aſſigns at or in, &c. ſufficient recompence and ſatisfaction, in good and lawfull, &c. for all ſuch goods, wares, monies, merchandizes, ſpecialties, bills of debt, and other things, which upon any accompt or otherwiſe ſhall truly appear to be found to have been by the ſaid T.A. ſo imbeazled, ſtoln, purloined, miſ-ſpent, or unlawfuly conſumed, detained or loſt, as aforeſaid: and further if the ſaid T.A. do not at any time or times hereafter, during the ſaid term, unlawfully depart or abſent himſelf out, of or from the ſervice of the ſaid H.S his Maſter without his licence or conſent in that behalf firſt had and obtained, nor do at any time or times hereafter, merchandize or trade for himſelf, or undertake to do any buſineſs or buſineſſes, in the trade of merchandizing, for any perſon or perſons, nor accept or pay any bill or bills of, or give bill or credit for any perſon or perſons, unleſs it be by & with the like conſent or licence of the ſaid H.S. his executors, or

admini-

miniſtrators, in that behalf firſt had and obtained in writing, that then, &c.

A Leaſe of a Warren of Conies.

THis Indenture made, &c. between A.B. of, &c. of th' one party, and C.D. of, &c. of th' other party, witneſſeth, that the ſaid A.B. for, &c. hath demiſed, granted and to farm-letten, and by theſe preſents doth, &c. unto the ſaid C.D his, &c. all that his ground and game of Conies, being, &c. in the C. of K. and all the Conies in the ſaid ground being with the increaſe, gains, profit and advantage, from time to time, ariſing, coming, growing and renewing of the ſaid Conies in the ſaid ground being, and to the ſame ground belonging, there to hunt, hey, ferret and pitch nets, or otherwiſe to uſe for the moſt benefit and advantage of the ſaid A.B. and his aſſignes, that he can and may deviſe, in as large, ample and beneficial manner and form as the ſaid A.B. or any other perſon and perſons heretofore, have, had, held uſed, occupied or enjoyed the ſame, To have and to hold the ſaid ground and game of Conies, in the ſame being, and to the ſame belonging, with all the gains profits and advantages to the ſame belonging, and renewing as aforeſaid, unto the ſaid C.D. his executors and aſſignes, from the, &c. yielding, &c. A covenant on the tenants part to do reparations on the Warren houſe, and on the fences, ditches, hedges and mounds. And at the end, &c. to leave the Berry and Cony-clappers ſufficiently covered with thorn and alſo the ſame ground and Berry of Conies ſufficiently repleniſhed and ſtored with Conies. Covenants for enjoying, &c.

A Licence to hawk, hunt, and fish.

TO all Christian people, &c. I Dame O. S. &c. send greeting. Know ye, that I the said O. Lady S. for divers good causes and considerations me hereunto specially moving, have given and granted, and by these presents do give and grant unto Sir T.L. of, &c. Knight, and his assignes, full, free and absolute power, liberty, licence and authority, to hawk, hunt, fish and fowl, from time to time, and at all times hereafter, at the will and pleasure of him the said Sir T.L. and his assignes, for and during the natural life of me the said O. Lady S. in, upon and within the Mannor or Lordship of M. *Super* S. in the said County, and in and upon all the lands and grounds thereof, and within the bounds and precincts, limits and circuits of the same, in as full, free, ample and beneficial manner and form, as I my self might or could do, in all and every respect or degree whatsoever or howsoever, and without any manner of let, denial or contradiction or interruption of me the said O. Lady S. or of any other person or persons whatsoever, in, by or through my act, means, consent, privity or procurement. And I the said O. Lady S. do covenant, promise, grant, and agree, to and with the said Sir T.L. and his assignes by these presents, that it shall and may be lawfull, to and for the said Sir T.L. and his assignes, from time to time, and at all times hereafter during my natural life, as occasion shall be offered, to have and take as well all and every the nets and other engines and instruments of what kinde soever, as also all the Dogs and Spaniels of whatsoever sort or kinde, of all or any persons whatsoever, that shall at any time or times hereafter, hawk, hunt,

fish

fish or fowl, within or upon the said Lordship or Mannor of M. *super* S. or within or upon any part or parcel thereof, without the licence or consent of the said Sir T.L. or his assignes, or some of them, thereunto first had and obteined, he the said Sir T.L. or his assignes delivering or causing to be delivered unto the Bailiff or Steward for the time being, of me the said O Lady S. of the said Mannor or Lordship of M. *super* S. the aforesaid nets, engines, instruments and dogs, so to be taken as aforesaid, to be used, bestowed and imployed, to and for the use and behoof of me the said O Lady S. in such manner and form as I the said Lady S. or my assignes shall think fit. In witnesse, &c.

A Lease of Cole-mines.

THis Indenture made the, &c. between I.L. of &c. and A.B. of, &c. witnesseth, that the said I.L. for and in consideration of, &c. hath demised, granted, and to farm letten, and by these presents doth, &c. unto the said A B all and all manner of mines, pits and veins of cole now open and known, or that may be found out by digging, sinking or otherwise howsoever, lying or being in certain lands, called or known by the name of, &c. within the mannor of, &c. with free liberty to and for the said A.B. his executors and assignes from time to time, and at all times during the term hereafter mentioned, to dig, search, sink, trench and mine in and upon the said lands called W. and every part and parcel thereof, at his and their wils and pleasure, for the searching out, having and taking up of coles, and the same so trenched, digged and found, to take and carry away from time to time and at all times during the term by these presents

demiſed, except and always reſerved, unto the ſaid I.L. his heirs and aſſignes, all and all manner of quarries heretofore demiſed, by the ſaid I.L. to C.D. of, &c. To have and to hold the ſaid mines and pits of coles, with free liberty of digging, trenching, ſearching and carrying away the ſame, with all and ſingular other the premiſſes except before excepted unto the ſaid A.B. his executors, adminiſtrators and aſſignes, from the Feaſt of, &c. unto, &c. yielding, &c. and if it happen the ſaid yearly rent of, &c. to be behinde, &c. and he ſaid A.B for himſelf, &c. covenanteth, &c. that he the ſaid A.B. his executors, adminiſtrators or aſſignes, at his and their own proper coſts and charges, ſhall and will from time to time, and at all times hereafter during the ſaid term of, &c to long as any ſuch mine or pit ſhall be digged or trenched, for ſearching out of coles as aforeſaid, fill up the ſaid mine or pit with meaner earth, and then level the ſame in ſuch ſort again, as the ſame may not be to the annoyance of the Occupiers of the ſaid lands, called W. or any of them. In witneſſe, &c.

A Letter of Licenſe.

TO all Chriſtian people, to whom theſe preſents ſhall come, We A.B. of *London* Alderman, R.L. I.D. and I.P. Merchants, &c. ſend greeting in our Lord God everlaſting. Whereas I.C. Citizen and Vintner of *London*, (for and by reaſon of the commerce, divers contracts, agreements, and other cauſes between him and us the above named perſons, paſſed and had,) ſtandeth and is ſeverally indebted unto us the ſaid A.B. R.L. I.D. and I.P. and others, in divers and ſundry great ſumms of money, as by ſeveral obligations and writings under his hand and

ſeal unto us ſeverally made, and otherwiſe it doth and may appear. Now know ye that we the ſaid A.R.R.L.I.D. and I.P. and the reſt, for divers and many good and charitable cauſes and conſiderations us eſpecially moving, have given and granted and by theſe preſents do give and grant, full licenſe and liberty unto the ſaid I.C. quietly and freely to go about, attend and negotiate, as well his own private affairs, buſineſs and cauſes, as alſo all other matters and things whatſoever he hath, or ſhall have to do for any other perſon or perſons whatſoever, as well within the City of *London*, as within all other the &c. at all and every time and times, from hence forth, for and during the ſpace of, &c. to begin at the Feaſt of, &c. next enſuing the date hereof, without any manner of let, diſturbance, moleſtation, ſtay, arreſt, attachment or ſute of his perſon, or of his goods, chattels, money, merchandizes, or of any other commodities or appurtenances whatſoever, by us the ſaid &c. or any of us, or by the executors or adminiſtrators of any of us on this ſide, or within the ſaid ſpace, time or liberty of &c. and we the ſaid &c are not onely contented and agreed to give and grant this our preſent licenſe and reſpite to the ſaid I.C. for the payment of his ſaid debts, but alſo every one of us, for his part, do by theſe preſents freely and cleerly releaſe, remit, quit claim and forgive unto the ſaid I.C. all and every ſuch ſum and ſums of money, as he the ſaid I.C. this preſent doth ſeverally owe unto us, in caſe any of, us at any time or times, during and within the ſaid ſpace of &c. as aforeſaid, ſhall do, move, procure, practiſe or attempt, or cauſe to be by any wayes or means, any manner of act and acts, thing or things to be done, moved, procured, practiſed or attempted againſt the ſaid I.C. or his goods, chattels, money

oney, merchandizes, or any other of his things whatſoever, contrary to the purport, true meaning, nor and effect of this our preſent licenſe and grant. nd further our meaning and intent is, that after the id, &c. ſhall be fully, &c. expired, we do by theſe eſents give and grant licenſe to the ſaid I.C. that if his executors, adminiſtrators or aſſignes, do from enceforth yearly, at the end of every year, for and ring the term of, &c. pay or cauſe to be paid unto the ſaid ſeveral Creditors, or to the ſeveral exeors, adminiſtrators or aſſignes of us and every of the full fourth part of the debt to us and every of owing, that then we nor any of us, nor any other our or any of our means or procurement, ſhall do thing or act againſt the ſaid I.C. or any of his ods, chattels, moneys, merchandizes, or any other his things whatſoever.

Indenture upon the chuſing of a Burgeſs to ſerve in Parliament.

His Indenture, &c. between H.D. &c. High Sheriff of the County of, &c. of the one part, and B. and R.G. &c. Burgeſſes and Burrough-men of e Burrough and Town of, &c. of the other Party, neſſeth, that the ſaid Burgeſſes and Burroughen, according to the Proclamation made by the d Sheriff for the election of Burgeſſes in every rough or Town within the ſaid County, have e day of the date hereof at A. aforeſaid, elected, med and appointed H.B. and R.G. Eſquires, rgeſſes of the ſaid Town of A. and they to give ir attendance, advice and counſel at the High urt of Parlament to be holden at *Weſtminſter* the, c. next coming. In witneſſe whereof the ſaid Bur-

geſſes and Burrough-men to theſe preſent Indentur
have put their ſeals, and ſubſcribed their names
marks the, &c.

A *Teſtimonial for relief of one that had his houſe goods burnt.*

TO all Chriſtian people, *etc* Know ye that
Sir I. T. and T. G. Knights, T.W. E
Eſquires, for the ſuccouring and relieving of
poor diſtreſſed brother S S. of, *etc.* do by theſe
writings teſtifie, declare and bear witneſſe, that
Friday the tenth of *etc* the ſaid S.S. being at *Wa*
field market, travelling for his livelihood, a ſudde
and lamentable fire hapned, which burnt down
dwelling houſe, with all his goods therein, and
Barn wherein was all his corn and hay, to the utte
undoing of the ſaid S. his wife and ſmall children
Now for that the ſaid S. was an honeſt painfull man
and is now brought to ſo great miſery and diſtreſſe
that he knoweth not where or how to provide for
wife and children, without the charitable relief
well diſpoſed Chriſtians; therefore we Pray and deſi
all charitable and good-minded perſons, to help, ſuc
cour and relieve the ſaid S. with their charity towa
his livelihood, and in recompence of his loſſes, a
in ſo doing they ſhall oblige us to ſhew like chari
to any of their neighbours in their diſtreſſe and ne
ceſſiity. In witneſſe, *etc.*

The beginning of a Demiſe of Copy-hold lands, etc.

THis Indenture, *etc.* witneſſeth, that whereas
a Court Baron, holden for the mannor of, *et*
o

the, &c. last past, the Lord of the said mannor &c. the Steward, did give licenle to the said I. T. demise and grant the messuage, lands and tenements hereafter in these presents mentioned, unto person or persons for the term of 21. years, from Feast of, &c. then last past, as by the Rolls of laid Court appeareth; now the said I. T. in pursuance of the said license to him granted as aforesaid, for and in consideration of the sum of, &c. to him, &c. hath demised, granted, and to farm-letten, by these presents, &c. all that Copy hold, messuage or tenement, with the appurtenances, commonly called or known by the name of, &c. situate, lying and being in, now or late in the tenure or occupation of, &c. and all, *Prout, in ordinary lands, &c.*

Release from two joynt Purchasers, to the other two.

TO all to whom these presents shall come, Sir T. W. of, &c. Knight, and T. S. of &c. Esquire, send greeting; Know ye that the said Sr T. W. and T. S. for good considerations them hereunto moving, have remised, released, and for ever quit-claimed, and by these presents do for them, and either of them, their and either of their heirs, remise, release and for ever quit-claim unto, &c. their heirs and assignes, all the right, title, interest, claim and demand whatsoever, of them the said Sir T. W. and T. S. of, in and to all that the mannor and Lordship of, &c. with the rights, members and appurtenances thereof, & of, in and unto all and singular other the mannors, Lordships, lands, tenements and hereditaments, which in and by one Indenture inrolled in the Chancery, bearing date the, &c. made between the Right Honorable, &c. of the one part, and the

ſaid, &c. on the other part, were granted, bargained and ſold, or mentioned or intended to be thereby granted, bargained and ſold unto the ſaid, &c. and their heirs, and of, in and unto every part and parcel of them, every or any of them. In witneſſe, &c.

A ſale of goods to the Plaintiff levied upon a Sciri facias by the Sheriffs Bailiff.

KNow all men, &c. that I G.B. Bailiff of the Wapontake of, &c. in the County of, &c. by virtue of the Writ of *Sciri facias*, to the Sheriff of the ſaid County directed, have levied of the goods and chattels, &c. the ſumm of, &c. part of a debt due to, &c. and levied by virtue of the Writ aforeſaid to his uſe. In full ſatisfaction of which ſaid ſumm of, &c. I do by virtue of the Writ and Warrant to me directed as aforeſaid, aſſign, ſell and ſet over unto the ſaid, &c. all the goods and chattels in the Appriſement hereto annexed, nominated at the ſum of, &c. to have, &c. the ſaid goods and chattels, unto him, his heirs, executors and adminiſtrators, as his own proper goods and chattels, as fully and abſolutely as I the ſaid G.B. might, could or ought to do by force and virtue of the ſaid Warrant and Appriſement, or otherwiſe howſoever. In witneſſe, &c.

A Leaſe of goods levied by the Sheriff upon Judgment

THis Indenture made the, &c. between M.F. of, &c. of the one part, and I.F. of, &c. of the other part. Whereas the ſaid M.F. did in Michaelmas term in the, &c. by due courſe of law, obtain and recover one Judgment in the Court of King's Bench

Bench, now called the Upper Bench at *Westminster*, against the said I.F. for the sum of &c. debt and costs of suite, as by the Records remaining in the said Court, *Rot.* 232. whereunto relation being had, more at large it doth and may appear; and whereas Sir I.S. Sheriff of the said County of, &c. did on or about the, &c. by vertue of a writ of *Scire facias* upon the said Judgement to him directed, returnable, &c. levy of the goods and chattles of the said I.F. the summ of, &c. in part and satisfaction of the said Judgement; which goods and chattels were sold by the said Sheriff or his Deputy unto the said M.F. as by a particular Schedule or Inventure hereunto annexed appeareth. *Now this Indenture witnesseth*, And it is fully concluded and agreed by and between the said parties to these presents, in regard the said goods and chattels mentioned in the said Schedule, cannot be presently sold for the best benefit and advantage of the said M.F. that the same goods and chattels, shall remain and continue in the custody and possession of the said I.F. for the use and behoof of the said M.F. his, &c. for and during the space and time of six moneths, next after the date hereof; and if any of the said goods and chattells, mentioned in the said Schedule hereunto annexed, have been already, or hereafter during the said space of six moneths, shall be sold or disposed of by the said I.F. his executors, administrators and assigns, then he the said I.F. for himself, his executors and administrators, and for every of them, doth by these presents covenant, promise, grant and agree, to and with the said M.F. his executors, administrators and assigns, to give a just and true accompt or accompts, together with the proceed or increase thereof in writing, upon request made, and to pay or cause to be paid unto him the said M.F. his execu-

tors, adminiſtrators or aſſignes, all ſuch ſumm or ſumms of money as ſhall be found due upon the ſaid accompt or accompts, ſo to be made or given, and at the end or expiration of the ſaid term, ſhall and will well and truly deliver, or cauſe to be delivered unto the ſaid M.F. if the ſaid I.F. his executors, &c. ſhall be thereunto required, the reſidue and remainder *in ſpecie*, with the proceed and and increaſe thereof, of all ſuch goods and chattels, mentioned in the ſaid Schedule of Inventory, as ſhall be ſo ſold or undiſpoſed of, the ſaid M.F. his executors, adminiſtrators or aſſignes, allowing in the mean time unto the ſaid I.F. his executors or adminiſtrators, all the benefit and advantage of the wool, milk, and work of the cattel, comprized in the ſaid Schedule hereunto annexed, and the uſe of the other goods comprized in the ſaid Schedule or Inventory, for the pains and care of the ſaid I.F. to be taken in and about the ſelling, diſpoſing and keeping of the ſaid goods and chattels, or any of them. In witneſſe, &c.

A Leaſe of Lands in the Barbadoes.

THis Indenture made, &c. between R.C. of, &c. and M.S. of, &c. witneſſeth, that the ſaid R.C. for divers good cauſes and conſiderations him hereunto eſpecially moving, hath demiſed, granted and to farm-letten, and by theſe preſents doth demiſe, grant and to farm-let unto the ſaid M.S. all that his own ſhare, part and portion of land, containing in all by eſtimation fourty acres of land, be it more or leſſe, ſituate and being in, &c. as the ſame was lately and now is ſeparated and divided from other lands now inhabited by the *Engliſh* Merchants and Planters, or their aſſignes, and allotted unto the ſaid R.

C;

for one of his ſhares of his adventure with the
ompany of the ſaid Iland, and now are or late
e in the tenure or occupation of R.P. or
ſſigns, and alſo one acre of land being part or
cel of, &c. lying within, &c. likewiſe allotted
o the ſaid R.C. for another ſhare of his adven-
to the ſaid Iland, the ſame acre of land to be
ſu ed, and ſet out in ſome convenient place of
ſaid ſhare of land, adjoining upon or neer unto
freſh water, together with free ingreſs, egreſſe,
greſſe, way and paſſage to and for the ſaid M.S.
executors, ſervants, and aſſigns, by and through
. at all convenient times, and by all fitting and
nvenient wayes and paſſages, to fetch water
m the ſprings and rivulets thereunto adjoining,
need ſhall require. To have and to hold the ſaid
ne of land, and acre of land, and all other the
ove demiſed, or meant, mentioned or inten-
d to be demiſed premiſſes, with their and eve-
of their rights, members and appurtenances un-
o the ſaid M.S. his, &c. from, &c. for and during
e term of, &c. M.S. his, &c. yielding and paying
erefore yearly and every year during the ſaid term
, &c. unto the ſaid R.C. his, &c. the moity or
e half part of all the profits and gains whatſoever,
hich ſhall yearly be made or raiſed by, or by
eans of the digging, ſetting, planting, ſow-
g, manuring or imploying the ſaid lands and
emiſſes above by theſe preſents demiſed or
ant, or mentioned to be demiſed, and e-
y or any part thereof, or by any other wayes
r means whatſoever, the ſame to be yearly
d every year, once or oftner, (as ſhipping
y conveniently be had) ſent into England,
and for the uſe of the ſaid B.C. his heirs and
igns, for and in full ſatisfaction and pay-
ment

ment of all manner of rents whatſoever, and the ſaid N.S. for him, his, &c. doth covenant and grant to and with the ſaid R.C. his, &c. by theſe preſents, in manner and form following, that he the ſaid M.S. ſhall and will once in every year yearly, or oftener during the ſaid term hereby granted, and as ſhipping may be conveniently had as aforeſaid, make and ſend unto the ſaid R.C. his heirs or aſſigns, a juſt and true accompt how the ſame lands and premiſes hereby demiſed, have untill that time been imployed and uſed, and likewiſe with the ſame accompt ſhall and will ſend and deliver, or cauſe to be delivered unto, and for the uſe and behoof of the ſaid R.C. his heirs and aſſigns, unto the City of London, the ſaid moity or one half part of all the increaſe, profits and gains above by theſe preſents reſerved, which ſhall happen to be accrued or riſen by means of the husbanding and imploying of the ſaid lands and premiſſes by theſe preſents demiſed, and alſo ſhall and will from time to time ſend and deliver, together with the ſaid rent above reſerved, unto the ſaid R.C. his executors or aſſigns, all the other moiety or half part of all the profits and gains, which ſhall happen to be accruing and ariſing, by means of the ſaid husbanding and imploying of the ſaid lands and premiſſes in ſort as is aforeſaid, or ſo much thereof over and above the ſaid rent as ſhall be due and payably by vertue of theſe preſents, untill the ſumm of, &c. ſhall be fully ſatisfied and paid unto the ſaid R.C. his, &c. which ſumm he the ſaid R.C. at and before the enſealing of theſe preſents, did diſburſe and lay out, for the finiſhing of the ſaid M.S. with implements, utenſills and other neceſſaries, to be uſed and imployed in and about the manuring, managing and dreſſing of the ſaid lands above mentioned to be demiſed,

miſed. And further that he the ſaid M.S. his executors, adminiſtrators or aſſignes, or ſome of them, ſhall and will from time to time, and at all times hereafter during the continuance of this demiſe, in good order of huſbandry, ſet, ſow, plant and imploy the lands and premiſſes hereby demiſed, to the beſt advantage, according to the cuſtom of the Country there uſed and to be uſed; And alſo ſhall and will at his and their own proper coſts and charges, erect, build and ſet up in good order of workmanſhip one convenient houſe upon ſome moſt commodious place of the premiſſes. And further that he the ſaid M. S. his, &c. ſhall not and will not at any time or times hereafter, during the continuance of this preſent leaſe, demiſe or grant the premiſes to any perſon or perſons whatſoever, for and during the term hereby granted, or any part thereof, without the license of, &c. or make any wilfull waſte or ſpoil upon any the Cedar or Timber-trees now ſtanding, growing or being, or which at any time hereafter ſhall ſtand, grow or be upon the premiſſes, or any part thereof, other than for their neceſſary uſe. Covenant for reparations and for quiet enjoying, &c. provided always, that if it ſhall happen the ſaid yearly rent to be behinde, &c. or if default ſhall be made of or in performance of any the covenants, grants, articles, payments and agreemen s herein contained on the parts, &c. that then and from thenceforth it ſhall and may be lawfull, &c In witneſſe, &c.

A Leaſe from a Company.

THis Indenture made, &c. between, &c. Witneſſeth that the ſaid Maſter and four Wardens, by and with the aſſent and agreement of the more part of

of the moſt antient and diſcreet perſons of the ſaid Fraternity, their aſſiſtants, as well for and in conſideration of the ſumm of, &c. have demiſed, &c. all that their meſſuage, &c To have and to hold, &c, yielding, &c. A Covenant for reparations, for emptying the ſedges, widraughts and privies, to leave it in good repair, with all doors, locks, keys, bolts and glaſſe windows, wainſcot, partitions, and ſuch like as ſhall be fixed, faſtned and ſet within or about the premiſſes, and are not removeable by the cuſtome of the City of *London*, without defacing, ſpoiling or deſtroying the ſame, and that it ſhall and may be lawfull to and for the ſaid Maſter, &c. their Rent-gatherer, officer and aſſignes, to enter and come into and upon the premiſſes, there to view, ſearch and ſee the eſtate of the reparations of the ſame, and of the decays and defaults there found, to give or leave warning at the premiſſes aforeſaid, to and for the ſaid L. W. his, &c. to repair and amend all and every the ſaid decays and defaults within the ſpace of, &c. Provided always, that if it ſhall happen the ſaid yearly rent of, &c. or if the ſaid L. W. ſhall grant, aſſign or ſet over his, &c. to any perſon or perſons without the, &c. or if the reparations of the premiſſes, or any part thereof, ſhall not be made and done within the ſpace of, &c. above limited for the doing of the ſame, that then and from thenceforth in every or any the caſes aforeſaid, this preſent leaſe and terms of year ſhall ceaſe, determine and be utterly void, and that then or at any time after, it ſhall and may be lawfull to and for the ſaid Maſter, and four Wardens of the Fraternity aforeſaid, and their ſucceſſors for the time being, and their rent-gatherer, officer, or any other certain Attorney in their name and to their uſe, into the premiſſes above demiſed, with the appurtenances, to re-enter,

ter, and the ſame to have again, &c. and the ſaid L. W. and all other occupying *etc.* thereof thereout to expell, *etc.* In witneſſe, *etc.*

A *Leaſe from a Parſon and Church-wardens, with a Covenant for building, etc.*

THis Indenture made between G G. Dr of Divinity, Parſon and Proprietor of the Pariſh-Church of, *etc.* I. M. and C. H. Church-wardens, of the goods, works, rents and ornaments of the ſaid Pariſh-Church of the one part, and C L. of, *etc.* of the other part, witneſſeth, that the ſaid Dean and Chapiter, and Church-wardens, with the whole aſſent and conſent of the Pariſhioners of the ſaid Pariſh, for divers good cauſes and conſiderations them thereunto eſpecially moving, hereafter in theſe preſents mentioned, *viz.* as well for the new building and erecting of one tenement which is ruinous and in decay, hereafter in theſe preſents, by them demiſed to the ſame W. as alſo for the increaſe of the yearly rent of the ſaid tenement being lately demiſed to, *etc.* deceaſed, have demiſed, granted and to farm letten, *etc.* unto the ſaid W. N. all that tenement with a garden lying on the back-ſide thereof, belonging to the Pariſh of, *etc.* late in the tenure of, *etc.* ſituate in, *etc.* between, *etc.* which ſaid tenement and garden, on the South-part thereof, conteineth in length from, &c. eighty four foot aſſize, and in bredth from the North-corner of, *etc.* to the, *etc.* twenty foot of aſſize, and in length from the Eaſt ſide of, *etc.* and from the South-corner of, *etc.* to, *etc.* nineteen foot and two inches of aſſize, and all rooms, chambers, ſellers, ſollers, houſes, gardens, yards, entries, eaſments,

and

and all other edifices and buildings, with all and singular their appurtenances whatsoever to the said tenement and garden belonging or appertaining, in as large and ample manner as the same were demised, used and occupied by the said, &c. his assignes or any of them. *To have and to hold, &c.* yielding, &c. unto the Church-wardens of the Parish for the time being, and to their successors, to the use of the said Church, the summ of, &c. at the, &c. And whereas the said tenement is at this present in utter ruine and decay, and not meet to be inhabited, therefore the said W. N. for the consideration before mentioned, doth for him, his, &c. covenant and grant to and with the said Church-wardens, and their Successors, Church-wardens of the said Parish by these presents, that he the said W. N. his, &c. shall and will for his most benefit and commodity, erect and new build the said tenement, with good and wel-seasoned timber, within the space of, &c. and the same erected and built, shall and will sufficiently repair, maintain and keep, with all manner of reparations in and by all things whatsoever, as often as need shall require, during the said term. Covenant for re-entry, upon non-payment or not repairing. Covenant for quiet enjoying. *Et similia.*

A Lease from a Town or Corporation to commence at the end of a former, with several Provisoes.

THis Indenture made between the Major, Bailiff, and Burgesses of the Burrough and Town of, &c. in, &c. and H. T. of, &c. witnesseth, that the said Major, Bailiffs and Burgesses, by and with one full assent, consent and agreement, as well for and

in consideration of the summ of &c. to be paid to the said Major, Bayliffs and Burgesses at the commencement of this present lease, as also for di- &c. and for and upon the conditions and pro- hereafter in these presents expressed, have ised, granted, set and to farm letten, and by se presents do, &c. unto the said H.T. all that r burgage, messuage and Tenement with the ap- tenances, situate, lying and being in P. afore- d, upon the East-side of a certain Close, there mmonly called the, &c. late in the tenure of, &c. d also all that shop, &c. and all and singular o- r the houses, edifices, buildings, barns, sta- s, shops, rooms, lofts, folds, courts, yards, ck-sides, curtillages, commons, common of pa- re and turbary wayes, waters, easements, liber- s, profits, commodities, emoluments, advan- es and appurtenances whatsoever, to the said ssuages, burgage, or tenement and shop, or any of em, or to any part or parcel thereof, belonging, or any wise appertaining, or heretofore, &c. *To have and to hold* the said, &c. to the said, &c. from and af- r the end and expiration of one lease heretofore ade, &c. of the said premisses unto I.T. late fa- her of the said H.T. for the term of, &c. yielding and aying therefore yearly during the said term unto e said Bayliffs for the time being, and their ccessors, to the use of the said Major, Bayliffs and urgesses, and their Successors, the annual or year- rent of, &c. at the Feast of, &c. only, during the id term, or within, &c. next after the same, if it e lawfully demanded, either by publique notice, r otherwise, for all manner of rents, boons, du- es, sutes, services, and demands whatsoever; and if it shall happen, the said yearly rent of, &c. that hen and from thenceforth it shall be lawfull to and

for

for the ſaid Major, Bayliffs and Burgeſſes, their
into the ſaid demiſed premiſſes, &c. and the
or diſtreſſes, &c. until ſuch time as the ſaid
&c. be fully ſatisfied and paid unto the ſaid
or, Bayliffs, &c. and if no ſufficient diſtreſſe
or can be found in and upon the ſaid demiſed
miſſes, or any part thereof, to ſatisfie the
rent with the arrerages thereof, or that the ſaid
liffs for the time being, be interrupted or hin
to diſtrain for the ſame, that then and from
forth it ſhall and may be lawfull, to and for the
Major, Bayliff and Burgeſſes, their heirs and
ceſſors, or any of them, into the ſaid demiſed
miſſes, or any of them, with the appurtenances
re-enter, and the ſame to have again, re poſ
and enjoy, as in, &c this preſent Indenture
any thing, &c. Covenant for reparations, an
leave it ſo. Proviſo, that in caſe of non-pay
of the rent, or if the premiſſes ſhall be afflicted
any perſon not dwelling or inhabiting with
ſaid Burrough or Town, and who is not a free
geſs of the ſaid Town, that then and from
forth, &c. Provided further and upon this condition
that if it ſhall happen the ſaid H T. to die with
iſſue male of his body lawfully begotten before
commencement of theſe preſents, and before
payment of &c. being the conſideration agreed
on to be paid for the ſame, then if R.T. of,
the iſſue male of his body lawfully begotten,
T. or the iſſue male of his body lawfully begotten
do pay to the ſaid Major, Bayliffs and Burgeſſes
the time being, their heirs and Succeſſors, the
ſumm of, &c. in manner and form as aforeſaid,
alſo 20.l. to the iſſue female ſurviving of the
H.T. if there be any ſuch then living within
year then after their or either of their entry,

and from thenceforth the ſaid R.T. ſhall be in-
ſted in theſe preſents, to him and the heirs males
his body lawfully begotten, and for default of ſuch
, to the ſaid I.T. youngeſt brother of the ſaid H.
of the heirs males of his body lawfully begotten,
the ſaid I.T. or his iſſue male paying the ſaid ſumm
&c. to the ſaid Major, Bayliffs and Burgeſſes, and
ſaid ſumm of, &c. to the iſſue female of the ſaid
in ſuch manner and form, as is herein before ex-
ſſed, limited and appointed: and for default of ſuch
, then to the heirs and aſſignes of the ſaid H. du-
the reſidue of the ſaid term. In witneſſe, &c.

Leaſe for three lives, with a Letter of Attorney to take and give poſſeſſion.

THis Indenture made, &c. between, &c: wit-
neſſeth, that the ſaid, &c. for and in conſidera-
of, &c. doth demiſe, &c. all that his meſſuage
Tenement with the appurtenances, and all and
lar ſhops, ſellers, ſollers, chambers, rooms, en-
, ways, yards, back-ſides, lights, eaſments, profits
commodities whatſoever, to the ſaid meſſuage
tenement belonging or appertaining, or to or with
ſame uſed, occupied or enjoyed, late in the tenure,
ſituate, &c. *Habend.* the ſaid meſſuage or tene-
t, and other the premiſſes, with the appurte-
ces, to the ſaid, &c. and to his aſſignes, for and du-
his natural life, the remainder thereof to the
F. his wife, and to her aſſignes, for and during the
of her natural life, the remainder thereof after
ſaid ſeveral deaths of H. and F. unto the ſaid S.
and during the term of her natural life; Yield-
&c. during the ſaid term or eſtates, and every or
of them, unto the ſaid I. his heirs and aſſignes the
of, &c. at the, &c. by even and equal portions,

and yielding and paying therefore alſo unto the ſaid I. his, &c. for and upon any alienation, demiſe or grant of the premiſſes, or of the greater part of them, and for and upon any change of tenant or tenants of the premiſſes, during the ſaid term or eſtates, or any of them, the ſum of, &c. (toties quoties) for every change, alienation or demiſe, in the name of a fine for alienation, the ſame fine or fines to be paid to the ſaid, &c. at the meſſuage or tenement aforeſaid within the ſpace of, &c. next enſuing the firſt of the Feaſts aforeſaid, which ſhall next come or happen to be after any ſuch alienation, &c. of the premiſſes, or the greater part thereof. A Covenant that they the ſaid H. F. his wife, and S. their, &c. or ſome of them, ſhall or will at or before the, &c. expend, diſburſe and lay out, in, upon or about the building, reparing, ſtrengthning and bettering of the ſaid meſſuage or tenement, with the appurtenances, and other the demiſed premiſſes, the ſum of, &c. at or before the Feaſt of, &c. provided alwayes, that if it ſhall happen the ſaid yearly rent of &c. or the ſaid fine or fines that ſhall grow due, &c. at any time during the life of, &c. to be behind and unpaid, in part or in all, by the ſpace of, &c. next after, &c. or if the ſaid demiſed premiſſes, or any part therof, ſhall be in decay or unrepaired by the ſpace of, &c. next after notice given, that then the eſtate of the ſaid H. for and during his naturall life, ſhall ceaſe, determine and be utterly void and of none effect, to all intents and purpoſes; or if at any time after the deceaſe or determination of the ſaid eſtate of the ſaid H. and during the life of the ſaid F. it ſhall happen the ſaid yearly rent of, &c. or the ſaid fine or fines to be behind and unpaid, &c. by the ſpace of &c. or that the ſaid demiſed premiſſes ſhall be in decay, or want repairing, &c. by the ſpace of &c. that then likewiſe the ſaid eſtate of the ſaid F. ſhall ceaſe, determine

rmine, &c. and that then and at all times from henceforth, it shall and may be lawfull to and for the said I. his, &c. into the said demised premisses, with the appurtenances, and into every part and parcel thereof to re-enter, and the same to have again, repossesse and enjoy as in his and their former estate, and that thereupon this present Indenture of Lease to be void and of none effect, any thing herein, &c. And fully, the said I. P. doth by these presents make, ordain, constitute, authorize and appoint, and in his place and place put his trusty and well-beloved friends I.W. and I.M. to be his true and lawfull Attorneys, jointly or severally for him, and in his stead and name, to enter into and upon the said demised premisses, or into or upon any part or parcel thereof, in the name of the whole, for him, in his name and to his use to take and keep, and after such possession so had and taken, full and peaceable possession and seizin of the same premisses, or of any part or parcel thereof in the name of the whole, for him, in his stead and name, to give and deliver unto the said H. R. F. his now wife, and S.B. or any of them, or to their or any of their certain Attorney or Attorneys, in that behalf authorized, according to the tenor, purport, effect and true meaning of these presents, ratifying, allowing and holding firm, all and whatsoever his said Attorneys jointly, or either of them severally, shall do cause to be done, in or about the premisses by the tenor of these presents. In witnesse, &c.

A Letter of Attorney to deliver two Leases.

TO all to whom, &c. I W.L. of, &c. sendeth greeting. Whereas the said W.L. hath caused two seal Indentures bearing date with these presents, to

be drawn and ingroſſed, purporting ſeveral demiſes and grants, from the ſaid W.L. unto R.G. of, &c. the one of them purporting a demiſe of all that one Cloſe &c. (as in the Leaſe is recited,) with their appurtenances now or late in, &c. lying and being in, &c. *To have and to hold* the ſaid ſeverall Cloſes and premiſes, and every part and parcel thereof, unto the ſaid R.G. his &c. from the &c. as in the Leaſe: Yielding &c. if demanded, and the other of them purporting a demiſe of all that meſſuage or tenement, with the appurtenances &c. as in the Leaſe: To which ſeveral Indentures the ſaid W.L before the enſealing and delivery of theſe preſents, Hath put his hand and ſeal. Now know ye that the ſaid W.L. hath made, ordained, conſtituted, authorized and appointed, and by theſe preſents doth &c. his Truſty and well-beloved friends R S. &c. his true and lawful Atturneys, joyntly and ſeverally, for and in the name and place of him the ſaid W. to enter and come into and upon the ſaid ſeveral grounds, and all and ſingular other the premiſes above ſeverally mentioned to be demiſed, or any part or parcel thereof, for and in the name of the whole, and full and peaceable poſſeſſion and *ſeiſin* thereof to take and have, and being ſo entred and thereof or of any part thereof quietly poſſeſſed, then and there for and in the name, and as the proper act and deed in the law of the ſaid W.L. to deliver to the ſaid R.G. or his lawfull Atturney or Aſſign in that behalf, to his proper uſe and behoof, the ſaid ſeveral Indentures, to which the ſaid W.L. hath put his hand and ſeal as aforeſaid, and alſo to do, ſay, exerciſe, execute, conclude, determine and finiſh, all and every other act and acts, matter and thing whatſoever, which in and about the delivery of the ſame ſeveral Indentures, or either of them, ſhall be requiſite and expedient to and for his ſaid Atturneyes, or either

of

of them to do by all due and lawfull circumſtances, ſo fully and effectually in every reſpect, as he the ſaid W.L. might or could do being perſonally preſent at the doing thereof, giving and by theſe preſents granting unto the ſaid, &c. the full and whole power, ſtrength and authority of him the ſaid W.L. in the execution of the premiſſes, and ratifying and allowing all and whatſoever the ſaid, &c. or either of them ſhall lawfully do or cauſe to be done in the execution of the premiſſes, for and in the name of the ſaid W.L. as the proper act and deed of him the ſaid W.L. In witneſſe, &c.

An Aſſignment of certain Debts by an Adminiſtratrix to Creditors.

TO all to whom, &c. I E B. of *London* widow, Adminiſtratrix of all and ſingular the goods, chattels, debts and credits, which late were R B. my husbands deceaſed, ſend greeting, &c. Whereas the ſaid R.B. my ſaid late husband, in his life-time ſtood indebted unto, &c. and to every of them ſeverally, in certain ſeveral ſumms of money; Know ye therefore that I the ſaid E.B. intending as much as in me lyeth, to give content and ſatisfaction unto them and every of them, Have given, granted, bargained, aſſigned, and ſet over, and by theſe preſents do fully, clearly and abſolutely, &c. unto the ſaid, &c. and to every of their executors, adminiſtrators and aſſignes, all and every the book-debts, ſpecialties, obligations and writings obligatory, acquittances and receits named and mentioned in a Schedule, &c. which are due and owing unto me the ſaid E. as Adminiſtratrix, as aforeſaid, by one, &c. and one, &c. by what name or names ſoever they be called or known, and by ſuch their Sureties, as in the ſaid obligations or writings obligatory

are named, as in and by the, &c. more plainly, &c. together alſo with all and every ſumm and ſummes of money, commodity, profit, benefit and advantage, that ſhall or may come grow or be had, made, gotten or obtained, of or by the ſaid book-debts, obligations, and writings obligatory, and every of them, and all my right, title, intereſt, property, claim and demand, of, in and to the ſame and every part thereof. And I the ſaid, &c. for me, my executors and adminiſtrators, do covenant, grant and promiſe, to and with the ſaid, &c. and every of them, their and every of their, &c. by theſe preſents, that I the ſaid E. B. have not heretofore releaſed, or by any wayes or means diſcharged, the ſaid book debts, obligations, writings obligatory, acquittances or receipts, or any of them, or the ſeverall ſummes of money in them comprized, or any part or parcel thereof, and I the ſaid, &c. my, &c. ſhall not, nor will not at any time or times hereafter, releaſe, or by any wayes or means diſcharge the ſaid book-debts, obligations, writings obligatory, &c. or the ſaid ſeverall ſumms of money in them or any of them contained, without the conſent of, &c. firſt thereunto had, &c. and that I the ſaid, &c. my, &c. ſhall and will permit and ſuffer the ſaid, &c. jointly and ſeverally, at their coſts and charges, to commence, purſue and proſecute all and every ſuch lawfull actions, ſutes and executions, which ſhall or may in any wiſe be commenced, proſecuted or brought againſt the ſaid, &c. by reaſon of the ſaid book-debts, &c. and the ſame actions, &c. ſhall and will avow, joſtifie and maintain, without fraud or guile. And that the ſaid, &c. their, &c. ſhall or may quietly have, poſſeſs and enjoy to their own proper uſe and ules all and every ſuch ſum and ſums of mony, executions, and the benefit thereof, which ſhall be had, levied, recovered or obtained by reaſon of the

ſame

me, and ſhall have full power and authority in the me of me to acquit, releaſe, &c. the ſaid, &c. for, nching, &c. the ſaid book-debts, &c. In witneſſe, &c.

A Letter of Compoſition for half-debts.

TO all whom, &c. we E.E. &c. Citizens, &c. of *London*, Creditors of P. P. &c. ſend greeting. Whereas the ſaid P. P. the day of the date of theſe preſents, is and ſtandeth juſtly indebted, and doth ow unto us the ſeveral parties above named, divers nd ſeveral ſumms of money; And by reaſon of the many loſſes, great hindrances and other damages happened unto him, he is utterly unable, (as he affirmeth, and as appeareth unto us) to give other ſatisfaction for our ſaid debts, than by and with ſuch goods and wares as are now remaining in his hands, nd ſuch debts as are now at this preſent owing unto him, which we the ſaid Creditors are unwilling to accept of or any ways to intermeddle with, but have rather reſolved and made choice to undergo a loſſe certain, and to accept of 10 *s.* *per* l. or the one half of the debts by him owing unto us, to be duly paid in full ſatisfaction of our ſaid debts, in manner and form following, *viz.* When and as ſoon as all and every of us the Creditors above named, have ſubſcribed, ſealed, and in due form of law delivered this preſent writing to the uſe of the ſaid P. P. then he the ſaid P. P. his executors, adminiſtrators or aſſignes, ſhall pay or cauſe to be paid unto every of us the ſaid Creditors our, &c. one fifth part of, &c. after the rate of 10 *s.* in the l. by theſe preſents agreed upon to be accepted of, in full ſatisfaction of our ſaid debts, and the remainder of our ſaid debts, after the rate and agreement aforeſaid in ſix parts being divided, to be paid at ſix ſeveral payments half-yearly, at ſuch indif-

ſerent place and places, as we the ſaid Creditors, and every of us, our, &c. ſhall nominate and appoint. The firſt payment whereof to begin and to be made on the &c. next enſuing the date of theſe preſents. The ſecond payment to be made, &c. Now know ye, therefore, that we the ſaid Creditors do covenant & grant, and every of us for his own part, and for his own, &c. doth covenant and grant to and with the ſaid P.P. his, &c. and to and with every of them by theſe preſents, that if the ſaid P.P. his, &c. or any of them, upon the enſealing and delivery of this preſent writing by all and every of us the ſaid Creditors, according to the effect and true meaning of theſe preſents, do and ſhall well and truly pay or cauſe to be paid unto every of us the ſaid Creditors, our and every of our, &c. the ſaid fifth part of our ſaid debts, after the rate of 10 s. per l. according to the agreement aforeſaid, at the, &c. without any fraud, coven or further delay; And alſo if the ſaid P.P. his, &c. for the more ſure payment of the reſidue and remainder of our ſaid debts after the rate aforeſaid in ſix parts to be divided, and to be paid at ſixt ſeverall payments, at ſuch dayes, times, place and places, and in ſuch manner and ſort as is above limited and expreſſed, do and ſhall at or before the, &c. become bound unto us and every of us, our, &c. in double the ſumm or ſumms, In the condition or conditions in the ſame obligation or obligations or writings obligatory to be ſpecified. And further, if the ſame obligations and every of them ſhall be delivered unto every of us, or the aſſign or aſſigns of us and every of us, at or before the ſaid, &c. at ſuch indifferent place or places as we the ſaid Creditors, our, &c. ſhall nominate, that then from and after ſuch payment made, of the ſaid firſt part of our ſaid debts, after the rate of 10 s. in the l. and after the ſame obligations made and delivered

ered unto us, for the ſeveral payments aforeſaid, cording to the limitation, effect, tenor and true eaning of theſe preſents, we the ſaid Creditors, d every of us the executors, &c. ſhall and will hold ur ſelves well contented and ſatisfied, for all ſuch ebts as he the ſaid P.P. his, &c. did formerly ow nto us and every of us before the enſealing of the me obligations, and that then alſo we the ſaid reditors and every of us, or the executors, &c. with- n fourteen days next after the enſealing and delivery f the ſame obligations unto us and every of us, ac- ording to the true meaning of theſe preſents, ſhall nd will ſeal, ſubſcribe, and in due form of law deli- er unto the ſaid P.P. his, &c. one general releaſe or ther diſcharge of all debts, duties and demands what- oever, by the ſaid P.P, unto us and every of us for- erly owing or payable from the beginning of the orld untill ſome few days before the date of the ame obligation, ſo to be ſealed and delivered unto s as aforeſaid. Provided always, that theſe preſents, or any agreement, matter or thing herein contained, ſhall be of any force or effect, to binde or charge us or ny of us the ſaid Creditors, which have or ſhall here- nto agree, ſeal and ſubſcribe, before the firſt day of, &c. next coming after the date of theſe preſents. In witneſſe, &c.

Another Letter of Compoſition.

TO all to whom, &c. we A.B. Creditors of, &c. ſend greeting. Whereas the ſaid W. C. and W. I. are and do ſtand joyntly indebted, and do ow un- to us the ſaid Creditors divers ſumms of money, which it ſeemeth they are very willing to ſatisfie unto us and every of us, as they and either of them ſhall be able. Nevertheleſſe we the ſaid Creditors and every of

of us who have hereunto ſealed and ſubſcribed (finding and perceiving that they the ſaid W. and W. are much damnified and impoveriſhed by many loſſes and hindrances through Chapmen and otherwiſe, whereby they are diſabled to yield unto us full and plenary ſatisfaction for our ſaid debts) are contented and well-pleaſed, and of our free motions do ſeverally and reſpectively agree and binde our ſelves, our heirs, &c. to the ſaid W. and W. by theſe preſents, to accept and take of them the ſaid W. and W. their, &c. after the rate of, &c. in the pound, in full ſatisfaction of all ſuch debts and ſumms of money, as they do joyntly owe unto us and every of us reſpectively, the ſame to be paid at four equal payments, in four parts to be divided. The firſt payment thereof to be made and to begin at, &c. (recite all the payments) ſo as the ſaid W. and W. for the more ſure and better payment of the ſeveral ſumms aforeſaid, in recompence and ſatisfaction of our and every of our ſaid ſeveral debts, after the rate of, &c. in the pound as aforeſaid, their executors or adminiſtrators do before the, &c. become joyntly bound with ſufficient ſureties unto us and every of us reſpectively, by obligations in double the penalties in due form of law to be made, ſealed and delivered unto us and every of us, or to our and every of our uſe and uſes, by the appointment of us and every of us, at ſuch place and places as we and every of us ſhall indifferently nominate or preſcribe. Provided always, that theſe preſents nor any thing herein contained, ſhall be of any force or effect, to binde or charge us or any of us, who have hereunto ſealed and ſubſcribed, unleſſe and untill all and every the reſidue of us the ſaid Creditors above named, ſhall and do likewiſe ſeal and ſubſcribe theſe preſents, at or before the, &c. next enſuing. In witneſſe, &c.

A Letter of Licenſe and Compoſition for payment at ſeveral times.

TO all, &c. we Creditors of, &c. ſend greeting. Whereas the ſaid I M. at this preſent time doth ſtand indebted, and juſtly oweth unto us the ſaid Creditors divers and ſundry ſumms of money, which by reaſon of many debts, and ſome of them very great, that are likewiſe juſtly owing him, and cannot be had and recovered without ſome reſpite of time, and ſome of them not without ſute, he is very much diſabled to make preſent payment unto us the ſaid Creditors, of our whole and juſt debt, as he ſaith willing and deſirous. In conſideration whereof he inſtantly deſireth and requireth, that we the ſaid Creditors, and every of us, will be pleaſed to give and grant unto the ſaid, &c. ſuch liberty and reſpite of time, for the payment and ſatisfaction of our ſeveral debts, as he thinketh reaſonable, for the obtaining, getting and recovering of his ſaid debts, *viz.* that we and every of us would be contented to take, and accept our ſaid whole debts in three equal parts to be divided, and to be paid at three ſeveral payments in manner and form following, *viz.* the firſt payment thereof to be one equal third part of the ſaid whole debt, and to be made on the, &c. the other two third parts thereof reſidue, to be divided into four equal parts, and to be paid at four ſix moneths then next following, *viz.* on the, &c. one equal part thereof, namely the other two, and one other fourth part thereof reſidue on the, &c. in full payment and ſatisfaction of the ſaid ſeveral debts; & for the more ſure performance of the ſaid ſeveral payments aforeſaid, in ſuch manner and form as is above limited and declared, according to the intent and true meaning of theſe preſents,

he the said I.M. shall and will at or before the, &c. become bound unto us and every of us the said Creditors respectively, by one obligation in due form of law to be made, with condition including all and every the said payments in such sort as is above limited at some covenient place or places within the City of *London*, by every of us the said Creditors to be nominated and appointed, & the penalty of every obligation to be double the whole sum included in the condition of the same, to be delivered to us, and every of us, our, &c. at or before the, &c. next ensuing the date hereof. Know ye therefore that we the said Creditors whose names are hereunder subscribed, and every of us for his own part, and for his own, &c. for the consideration above specifyed and expressed do by these presents willingly consent, covenant, promise and agree to and with the said I.M. his, &c. by these presents, that we the said Creditors, and every of us, our, &c. respectively, shall and will accept and take of the said I.M. his, &c. all and every the said severall debts and summs of money by the said I. unto us and every of us owing and payable upon such obligation and obligations, assurance and assurances as aforesaid, to be paid in such manner and sort, and at such daies and times as is above limited and required: And further, that we the said Creditors and every of us, our and every of our, &c. respectively, upon the delivery of the said obligation unto us and every of us, our and every of our, &c. shall and will at the charge of the said I.M. his, &c. seal, subscribe, and in due form of law deliver unto the said I.M. one sufficient generall aquittance, to be rendred by him the said I.M. his, &c. and to bear date and limitation before the day of the date of the said new obligation to be made for the same debt & also for and upon every payment made

cording to the limitations aforesaid, and the intent
d true meaning of these presents at the like charge
him the said I.M. his, &c. shall and will seal and de-
er unto the said I.M. one sufficient acquittance to
tendred by him the said I.M. his, &c. testifying
ery such payment as aforesaid, for the better dis-
rge of him the said I.M. his, &c. and every of them
hat behalf. Provided always, and upon condition
vertheleſſe that these presents, nor any promise,
eement, matter or thing herein contained, nor any
or thing acted by us or any of us, or formerly done,
owledged or suffered touching the premisses, or to
done, knowledged or suffered, shall be of any force
effect, to binde or charge us or any of us the said
editors, who have or shall hereunto agree, seal and
scribe, unleſſe all, and untill all and every the rest
d residue of us the same Creditors above mentioned,
and shall likewise before the, &c. now next com-
, subscribe, seal and deliver these presents, in due
m of Law, according to the intent and true mean-
hereof, any thing herein contained to the contra-
thereof in any wise notwithstanding. In witneſſe, &c.

A Letter of Licenſe.

TO all to whom, &c. we M.A. and R.B. Credi-
tors of, &c. Citizen and Mercer of *London*, send
eeting. Whereas the said N.C. the day of the date
reof is indebted, and doth ow unto us the said
editors divers summs of money, which by reason
some losses unto him hapned, and divers bad debts
wing unto him as he informeth us, he is not a-
le presently to satisfie and pay as he willingly
ould, but requireth our favour and respite of time
r payment thereof; therefore know ye, that we
e said Creditors above named, and every of us, mo-
ved

ved with compaſſion and the deſire which the ſaid M hath to and for the contentation of our ſaid debts Have given and granted, and by theſe preſents do give and grant unto the ſaid N.C. our ſure and whole licence, liberty and ſafe conduct as much as in us is, ſo alſo he the ſaid N. may ſafely come, go and reſort unto us, and every of us his ſaid Creditors, to compound and take order with us and every of, us for our and every of our ſaid ſeveral debts, without any let, trouble, ſute, arreſt, attachment or other impediment to be offered or done to him the ſaid N. his wares, goods or merchandizes, or any of them, for and during the time and ſpace of one whole moneth next enſuing the date of theſe preſents; and if it happen the ſaid M N. in his perſon, goods, wares or merchandizes, or any of them within the ſaid term of one moneth next coming after the date aforeſaid, by us or any of us the ſaid Creditors, or by any perſon or perſons by or through the commandment, will, procuring, partnerſhip, conſent or knowledge of us or any of us, againſt the tenor, form and effect of this our preſent writing of ſafe conduct, in any ways to be arreſted, ſued, impleaded, vexed, hindered or attached, and thereof be not forth with delivered or defended, that then he the ſaid M.N. his heirs, executors and adminiſtrators, ſhall be by vertue of theſe preſents for evermore clearly acquitted and diſcharged againſt him or them of us, by whom he the ſaid N. ſhall, contrary to the form, effect and true meaning of this our preſent writing and ſafe conduct, be attempted, vexed, ſued, attached, arreſted or hindred, and thereof not forthwith releaſed or defended as aforeſaid, of all manner of actions, ſutes debts and demands whatſoever they be, from the beginning of the world, untill the day of ſuch arreſt, ſutes, attachment or hindrance. In witneſs, &c.

Another Letter of Licenſe.

TO all, &c. we whoſe names, &c. Whereas A.B. &c. in divers ſeveral ſums of money to us ſeverally is indebted, and hath not wherewithall to ſatisfie us at preſent, and we & every one of us, minding to grant unto him favour and reſpite for the payment of the ſame. Now ye that we the ſaid Creditors and every one of us being moved with compaſſion, and fully reſolved of the good will and deſire which the ſaid A.B. hath to ſee the ſaid ſeveral debts, duties and ſumms of money ſatisfied and paid, Have given and granted, and every one of us for his own proper debt and duty, part and portion ſeverally, Have given and granted, and by theſe preſents, &c. unto the ſaid A.B. by whatſoever name, ſirname or addition he be called or known, ſure, full and free liberty, licenſe and ſafe conduct as much as in us ſeverally is, in ſuch ſort as the ſaid A B. with all his goods, chattels, debts, duties and other things whatſoever, freely, peaceably and quietly, at his own free choice, election and pleaſure, ſhall and may go, come, abide and ſojourn, paſſe and repaſſe at all and every time and times, from the day of the date hereof, during the term and ſpace of three whole years now next coming, and fully to be compleat and ended. And we the ſaid Creditors, all and every one of us ſeverally for himſelf, his, &c. do and doth ſeverally covenant, promiſe and agree, that we the ſaid Creditors, or any of us, or any other perſon or perſons for us or any of us, or by our or any of our authority, aſſent, conſent or procurement, the ſaid A.B. or any of his goods, chattels or any other thing or things of his, ſhall not nor will not any wiſe ſue, arreſt, implead, attach, impriſon, indemn, trouble or moleſt, for or concerning ſatisfaction

faction or payment, to be made unto us or any of us of our ſaid ſeveral debts and duties, or of any part or parcel thereof, or for any other matter or thing whatſoever, which we or any of us can or may have, pretend or demand, of, for or againſt the ſaid A.B. or to finde or provide for us any other Sureties or Security, for the ſatisfaction or payment of the ſaid ſeveral debts and other things, or any of them, or any part or parcel thereof, other than all or every one of us now ſeverally have or hath for the ſame, during the term aforeſaid. And further, we all and every of us Creditors aforeſaid, are agreed and contented, and do covenant, &c. that if it happen at any time or times, he the ſaid A.B. during the term aforeſaid, in or by his body, goods or chattels, by us or any of us, or by our, &c. contrary to the true meaning of, &c. to be any ways, &c. ſued, &c. the ſaid A.B. his, &c. ſhall be for evermore by theſe preſents clearly acquitted, &c. againſt him or them of us, by whom he or they ſhall contrary and againſt the tenor, form and effect of theſe preſents, be ſued, arreſted, &c. of and from all manner of actions, ſutes, quarrels, challenges, debts, &c. In witneſſe, &c.

A Declaration upon a Bond made in a third Perſons name in truſt.

TO all, &c. I. &c. ſend greeting. Whereas C. and E. by their obligations, &c. recite the Bond Now know ye that I the ſaid I. do hereby acknowledge and confeſſe, that although the ſaid Bond is made and taken in my name, yet nevertheleſſe it is ſo taken only upon truſt and confidence in me repoſed by I.L. of, &c. and E. his wife, and to and for the uſes intents and purpoſes hereafter mentioned, that is to ſay, that he the ſaid I.L. ſhall have, receive and take

ake the use and benefit of the said 300.l. during the joynt natural lives of them the said I. L. and E. his wife, and that the said principal summ, with the interest thereof, after the decease of either of the said, &c. is to remain and be to and for the use of the survivor of them, and for no other end or purpose. In witnesse, &c.

A Declaration (by a Wife) concerning the disposition of a summ of money according to a power reserved to her by her Husband, before marriage, well penned.

TO all Christian people, to whom this present writing duplicate indented shall come, I E. T. wife of R. T. of the Parish of, &c. in the County of S. send greeting. Whereas by an Indenture tripartite, made the 12. day of *May* in the sixteenth year of, &c. between the said R. T. by the name of R. T. Citizen and Salter of *London*, of the first part; And me the said E. by the name of E. M. widow, of the second part; And W. H. of the said Parish of St. O. in S. aforesaid, Distiller, T S. of the Inner Temple, *London*, Gent. I. A. of L. Clerk, and N. M. of the Parish of, &c. aforesaid, Clerk, of the third part; In consideration of a marriage then shortly after to take effect between him the said R. T. and me the said E. it appeareth, that at the time of the making of the said Indenture, it was then intended, concluded and agreed betwixt him the said R. T. and me the said E. that I the said E. or any other person or persons, whom I should think good, nominate or appoint (notwithstanding the said marriage should take effect) should and might have the full and free disposing of the sum of one thousand pounds of lawfull money of *England*, and of the benefit and profit thereof, and of every part thereof from time to

time and at all times ensuing the said marriage; and to that end intent and purpose, he the said R.T. by the said Indenture did for himself his heirs, executors and administrators, covenant, promise grant and agree, to and with the said W.H.T.N.J.A. and N.M. and every of them, and the executors and administrators of them and every of them, that he the said R.T. his executors, administrators or assigns, or some one of them, should well and truely satisfy, pay and deliver, or cause to be satisfyed paid and delivered unto the said W.H.T.N.J.A.N.M. or to the Survivors or Survivor of them, or to the executors, administrators or assigns of such Survivors or Survivor, the ful sum of one thousand pounds of lawful money of *England*, upon or before the first day of *May*, which shall be in the year of our Lord God 1696. if I the said E. shall be living on the said first day of *May*, or within two years next after the death or decease of me the said E. or within three moneths next after the death or decease of the said R.T. at such of those cases which shall first and next happen, come or ensue after the date of the said Indenture, to be imployed and disposed of to such person and persons, and to and for such use, uses, intents and purposes, according as I the said E. should at any time or times then following, during my life, think good, order, appoint, give, limit, devise or dispose of the same or any part or parts thereof, or otherwise, according to the intent and true meaning of the said Indenture. And it was hereby further covenanted, granted, concluded and agreed upon, by and between all the said Parties to the said Indenture; and the said R.T. did thereby for himself, his heirs, executors and administrators, and for every of them, covenant, promise and grant, to and with the said W.H.T.N.J.A. and N.M. and every of them, and the executors and admi-

ministrators of them and every of them, that the
l summ of one thousand pounds, and every part
l parcel thereof, should or might from time to
me, be quietly had, taken, received and enjoyed
to and by such person or persons, whom I the said
should at any time or times during my life think
nd, limit, give, devise, order, appoint or dispose
the same one thousand pounds, or any part or parts
reof, either by my last Will and Testament in
iting, or by any writing, purporting or intend-
to be my last Will and Testament, or by any o-
writing to be signed with my hand, or to which
mark should be put, in the presence of two or
re credible persons as witnesses thereunto, as in
l by the said Indenture among other Covenants
large appeareth, which marriage (by the Grace of
d) sithence the making of the said Indenture was
mnized and consummated, and no declaration
et hath been by me made, concerning the dispo-
of the said one thousand pounds or any part
reof when it shall be due and payable; Now this
dent writing witnesseth and declareth, that I the
d E.T. do hereby express my will and minde con-
ning the said one thousand pounds, when it shall
come due or be paid as aforesaid, to be as follow-
, that is to say, if my said husband R.T. be then
ng, and will become bound for himself, his heirs,
cutors and administrators, by three several obli-
ons of one thousand marks a piece, unto them
the said W.H. T.N. J.A. and N.M. or the Survi-
or and Survivor of any of them, or the execu-
and administrators of such Survivours or Survi-
or respectively and severally, conditioned for the
ment unto them of three several equall parts of
said one thousand pounds, at the three such se-
ll and respective times or dates, as my 3 children

by my former husband shall attain to the ages next hereafter mentioned, that is to say, K.M. unto the age of twenty years, and T. and W.M. shall attain or come to their severall ages of twenty and one years, that then the said W.H.T.N.I.N. and N. M. and the Survivors and Survivor of them, and the executors and administrators of such Survivor, shall upon such obligations entred into as aforesaid, quietly suffer him the said R.T. to detain in his hands the said one thousand pounds, and every part thereof, untill such severall daies and times, as the same shall be payable by the several conditions of the said obligations, so to be entred into by him as aforesaid, without paying or allowing any interest or consideration for the same, and the said one thousand pounds, so payable by such obligations or conditions of them, and by me dispensed withall as aforesaid, or otherwise sooner payable by the said recited Indenture, if my said husband shall dy, viz. within three moneths after his death, (in which case of the death of my husband, I do give no manner of dispensation for the payment thereof) I do hereby also concerning the same expresse, assign and appoint (If I shall not otherwise hereafter declare and appoint) that is to say, that the said one thousand pounds (and the whole proceed thereof, not disposed of as aforesaid) shall be, come and redound, to and for the use and benefit of my said three children, for them severally and respectively, to have and receive immediately after and upon their severall ages above mentioned, by such several and equal third parts as aforesaid. Provided alwaies, and it is my meaning, and I do hereby appoint, that if any of my said children shall happen to dy before any of their several and respective ages above mentioned, that then such third part of the said thousand pounds, as should otherwise have

ve been payable unto ſuch childe, ſhall remain and
e paid by equal portions unto the Survivors of them;
d if one of them onely ſurvive, and the other two
oth of them happen to die before ſuch their ſeveral
ges, then both the parts hereby allotted unto them,
all wholly accrue and come unto ſuch ſurviving
ilde onely. And if all my ſaid children ſhall dy be-
re they come to their ſaid ſeveral ages, then my will
d meaning is, that the ſaid one thouſand pounds,
d the whole proceed thereof, ſhall come and be
id unto my loving huſband before named, his exe-
tors, *&c.* if I ſhall not otherwiſe hereafter diſpoſe
the ſame, according to the power and authority to
e reſerved, given and appointed by the ſaid recited
denture. In witneſſe, *&c.*

An Indenture reciting a Leaſe for a year, and a Grant of a Reverſion upon truſt, to ſeveral uſes, reſerving power to make Leaſes and to revoke the truſt.

THis Indenture made, *&c.* between A.B. and C.D.
of the one part, and E.F. and G.H. of the o-
her part, witneſſeth, that whereas the ſaid A.B. and
C.D. by their Indenture bearing date, *&c.* made be-
ween the ſaid A.B. and C.D. of the one part, and
he ſaid E.F. and G.H. of the other part, did bargain
nd ſell unto the ſaid E.F. and G.H. their execu-
ors, adminiſtrators and aſſignes, all that, *&c.* to have
nd to hold all and ſingular the ſaid mannor, meſſu-
ges, lands, *&c.* unto the ſaid E.F. and G.H. their
xecutors, adminiſtrators and aſſignes, from the Feaſt
f S. *Michael* the Archangel laſt paſt, before the
te of the ſaid recited Indenture, unto the full end
nd term of one whole year from thence next enſu-
ng and fully to be compleat and ended, yielding and
aying therefore unto the ſaid A.B. and C.D.

their heirs and assigns, the rent or summe of 5 s. of lawfull money of *England*, on the Feast day, of the Nativity of St. *John Baptist* now next ensuing, as by the said Indenture may more better appear, by vertue whereof, and of the statute for transferring of uses into possession, the said E.F. and G.H. were and yet are possessed of the said mannor, lands, tenements and hereditaments, with all and singular the premisses with their appurtenances. Now this Indenture further witnesseth, that the said A.B. for divers good causes and considerations him hereunto moving, and the said C.D. by the expresse direction and appointment of the said A.B. hereby testified, have granted, released and confirmed, and by these presents do grant, release and confirm, unto the said E.F. and G.H. their heirs and assigns, all and singular the said mannor, messuages, lands, tenements, mills, hereditaments and premisses, before in these presents particularly mentioned, or which in and by the said recited Indenture were bargained and sold, or meant, mentioned or intended to be hereby bargained and sold to them the said E.F. and G.H. as aforesaid, with all and every of their appurtenances, together with the said rent of 5 s. hereby reserved, and the reversion and reversions, remainder and remainders, of all and singular the said mannor, messuages, lands and premisses, and every of them, and every part and parcel thereof, and all the estate and either of their estates, right, title, interest, use, possession, reversions, remainder, claim and demand whatsoever, of, in and to the said mannor, messuages, mills and premisses, and every of them, and every part and parcel of them, To have and to hold all & singular the said mannor, &c. and every of them, with their and every of their appurtenances, unto the said E.F. and G.H. their heirs and assigns, to the

all uses, intents and purposes hereafter in these pre-
nts mentioned, that is to say, to the use and be-
of of the said A.B. during his natural life, without
peachment of any waste, and with liberty and pow-
to commit any waste, and after his decease to the
and behoof of I.B. now wife of the said A.B.
d the said E.F.G.H. and C.D. their heirs and as-
ns for ever, upon speciall trust and confidence that
ey the said I.B. E F. and G H. or the Survivor or
rvivors of them and their heirs, shall and will make
e of all the said lands and premisses to the best ad-
ntage, and to dispose of all such summ and summs
money which shall be raised hereby, in such man-
r, and to such purposes as the said A.B. shall
his life time by any writing to be by him subscri-
d and sealed in the presence of two credible wit-
sses or more, or by his last Will and Testament in
iting, declare or appoint. Provided alwayes,
nd it is hereby agreed, by and between all the Par-
es to these presents, and by them declared to be
their true intent and meaning, that it shall and may
e lawfull, to and for the said A B. at any time or
imes during his naturall life, to make any demise, lease
r grant, demises, leases or grants by Indenture or In-
dentures, of all or any part of the said mannor, mes-
uages, &c. either in possession or revertion, or other-
wise to any persons whatsoever, for any term or
rms of years, or for the life or lives of any one or
ore person or persons, or for any term or terms of
ears determinable upon the death of any one or
ore person or persons, or for any other term or
rms whatsoever, with or without any rent or other-
e howsoever, as by the said A.B shall be thought
and convenient, and that from and immediately af-
r the making of such demise, lease or grant, demises,
ses or grants, the said E.F. and G.H. and their heirs

during life of the ſaid A.B. and after his death they the ſaid I A.E. F. G.H. and C.D. and the Survivor or Survivors of them, and their heirs, ſhall ſtand and be ſeized of ſuch part, and ſo much of the ſaid mannor, meſſuages, lands, tenements and premiſſes, as ſhall be at any time or times hereafter leaſed or demiſed as aforeſaid, to the uſe of ſuch perſon or perſons reſpectively, to whom the ſame, or any ſuch demiſe, leaſe or grant ſhall be ſo made, for ſuch eſtate, term and intereſt, and in ſuch manner and form as the ſame ſhall ſo happen to be leaſed or demiſed, according to the true meaning of theſe preſents, and of every ſuch demiſe and leaſe, ſo that ſuch leſſees or grantees, during his or their ſeveral leaſe or leaſes, grant or grants or intereſts, do pay or cauſe to be paid the rents or ſumms of money reſerved or appointed to be paid, and expreſſed in and by the Indenture of his or their ſaid leaſe or grant, to ſuch perſon or perſons, to whom the ſame from time to time ſhall by the purport and true meaning of theſe preſents belong or appertain according to the purport and true meaning of the ſame leaſes, any thing before in theſe preſents contained to the contrary thereof in any wiſe notwithſtanding. Provided alſo, and it is further agreed by and between all the parties to theſe preſents, and by them declared to be their true intent and meaning, that if the ſaid T.G. ſhall at any time during his natural life be minded to alter, change or make void all or any the uſe or uſes, truſt or truſts hereby declared, or any of them, and ſhall to that purpoſe by any writing to be by him ſealed in the preſence of two or more credible witneſſes, declare and ſignifie ſuch his mind and intention, that then and from thenceforth, from and after ſuch ſignification and declaration ſo to be made as aforeſaid, ſuch of the uſes and truſts hereby limited, of, for and concerning

erning the ſaid lands and premiſſes, and the profits of them, or of or concerning ſuch part, and ſo much thereof, concerning which ſuch declaration ſhall be made, ſhall ceaſe, determine and become utterly void, inſtrate and of none effect, and that then and from henceforth the ſaid E.F. and G.H. and their heirs, ſhall ſtand and be ſeized thereof, or of ſuch part thereof, concerning which ſuch declaration ſhall be made, to and for ſuch uſes as ſuch declarations ſhall limit, declare and appoint the ſame, and for default of ſuch declaration or limitation, then to the uſe, benefit and behoof of the ſaid T.G. his heirs and aſſignes, and to or for no other uſe, intent or purpoſe whatſoever, any thing before herein contained to the contrary thereof in any wiſe notwithſtanding.

Memorandum, that after the ſealing and delivery of the bargain and ſale within mentioned, by the ſaid A.B. and C.D. to the within named E.F. and G.H. and after that the ſaid E.F. and G.H. had accepted of the ſaid bargain and ſale, and had ſealed and delivered the Counterpart thereof as their act and deed, then this preſent deed was ſealed and delivered by the within named A.B. and C.D. in the preſence of, *&c.*

An Aſſignment and Letter of Atturney of ſeveral Bonds.

TO all Chriſtian people to whom theſe preſents ſhall come, I T.G. of, *&c.* ſend greeting. Whereas T.E. of, *&c.* L.H. of, *&c.* and Sir W.H. of, *&c.* in & by their obligation, bearing date the, *&c.* do ſtand joyntly and ſeverally bounden unto me the ſaid, *&c.* in the ſumm of 800.l. with condition thereupon endorſed for the payment of 406.l. on the thirteenth day of

De-

December, then next enſuing the date of the ſaid obligation, at or in the then dwelling houſe of W.C. in &c. and whereas alſo T.B. Eſquire, Sir E.S. Knight, and Sir T.M. Knight, in and by their obligation bearing date the, &c. do likewiſe ſtand bound unto me in the ſumm of 600 l. with condition thereupon endorſed for payment of 310 l. on the nineteenth day of *November* then next enſuing the date of the ſaid obligation, at or in the, &c. and whereas alſo, &c. as in and by the ſaid ſeveral recited obligations more at large it doth and may appear. Now know ye that I the ſaid T.G. for divers good and valuable conſiderations me hereunto eſpecially moving, have granted, aſſigned and ſet over, and, &c. to W.P. of the middle Temple *London*, Gent. all and ſingular the bonds and debts aforeſaid, and have made, aſſigned, conſtituted, and ordained, and in and by theſe preſents, do make, aſſign, conſtitute and ordain the ſaid W.P. my true, lawfull and irrevocable Atturney, in my name, but to the onely proper uſe and behoof of him the ſaid W.P. his executors and adminiſtrators, to ask, demand and receive of the ſaid ſeveral obligors bound by the ſaid recited obligations, the ſaid ſeveral ſumms of money in the ſaid recited conditions mentioned reſpectively, giving and by theſe preſents granting unto my ſaid Atturney full power and authority, if need ſhall be, to ſue, arreſt attach, implead, condemn and impriſon the ſaid parties obligors, and every of them, and their or every or any of their bodies, goods and chattels in execution to take, and out of execution to deliver, either upon ſatisfaction, compoſition, or otherwiſe at the will and pleaſure of my ſaid Atturney, acquittance, or any other diſcharges in my name to ſeal and deliver, Atturney or Atturneys, one or more under him the ſaid W.P. his executors or adminiſtrators to make,

make, substitute and revoke, and generaly to do, execute, prosecute and determine all and every other act and acts, thing and things whatsoever, which in or about the premisses, or any part thereof, shall be needfull, necessary or convenient, as fully, wholy and effectually, and in as large and ample manner and form, to all intents and purposes, as I the said T.G. my executors or administrators, might or could do personally without any accompt thereof to be yielded to me, my executors or assigns, and whatsoever my said Attorney shall do or cause to be done, in, about, or concerning the premisses, I do by these presents ratifie, confirm and allow the same and also do for my self, my executors and administrators covenant, &c. to and with the said W.P. his executors and administrators, that the said recited obligations, and every of them, now are and stand in full force and effect, and that neither I, my executors and administrators shall not at any time hereafter acquit, release or discharge them, nor any of the moneys due upon the aforesaid obligations, or any of the said Parties obligors bound in and by the said recited obligations, or any of them, their or any of their executors or administrators, or any of them, of and from the same, or the sums of money in them or any of them mentioned, or any part thereof, without it be by the consent of the said W.P. his executors or administrators in writing. And further, that I the said T.G. my executors, & administrators, shall and will ratifie, confirm and allow all such lawful actions and suites, and other things whatsoever, as he the said W.P. his executors, administrators or assigns, or any of them, shall at any time hereafter, bring, sue, commence, prosecute or proceed in or against the said parties obligors bound in or by the said recited obligations, or any of them. And lastly, that I, my executors

tors or adminiſtrators, ſhall upon every reaſonable requeſt of the ſaid W.P. his, &c. give to the ſaid W.P. his, &c. ſuch further letter or letters of Atturney, & power for the receiving and recovery of the debts aforeſaid, and every of them, as by the ſaid W.P. his executors or adminiſtrators ſhall be reaſonably deviſed & required.

A *Condition upon the granting of a* toties quoties *for a Replevin.*

WHereas the above-named G.S. by virtue of his office, as ſteward of the mannor of S. above-named, hath granted forth a precept for the replevying and delivering of one bay Gelding of the goods and chattels of the above-bound G.S. unto him the ſaid G. being now impounded by N. out of his leaſe of ground in, *&c.* and alſo to replevy the ſaid Gelding for the ſaid G. ſo often as he ſhall be impounded by the ſaid N. or any of them; Now therefore the condition, *&c.* that if the ſaid G.S. with effect do proſecute the ſaid action and all other ſuch actions as ſhall be brought by him for the impounding of the ſaid Gelding, and return the ſame ſo oft as return by law thereof ſhall be adjudged, and him the ſaid G. from time to time, and at all times hereafter, do and ſhall well and truly ſave, defend and keep harmleſſe and indemnified againſt all men for and concerning the granting of the ſaid Replevin, that then, *&c.*

A *Condition that a Lords Bailiff ſhall give a true account of his Bailiſhip.*

THe Condition, *&c.* that whereas the Right Honourable, *&c.* hath conſtituted and appointed the above-bound I.S. to be Bailiff in his mannor of, *&c.* and collector of his rents, revenues, perquiſites and

and profits there, during his Lordships pleasure; if therefore the said I.H. by himself or his sufficient deputy do and shall from time to time, for and during his continuance and exercise of and in the said place and office, demean himself therein, without voluntary concealment, fraud or deceit, towards his said Lordship, and do and shall yearly during such his continuance and exercise at the audits to be kept for his said Lordship, yield and make true and just accounts to the auditor for the time being, of the said mannor and premisses, and also make current payment and satisfaction to his receiver of the premisses for the time being, or other officer or officers in that behalf to be authorized and appointed, at or before every such audit and audits, of and for all and every such summ and summs of money, rents, revenues, fines, issues, goods, chattels, profits and perquisits, as then shall have come to the hands of the said I.S. his deputy or deputies, or as he or they ought justly to be charged withall to his said Lordship, for or in respect of the said office or place, that then, &c.

A Condition to pay Childrens Portions and shares of their deceased fathers Estate.

THE Condition, that if the above bound R.Y. his, &c pay and deliver, or cause to be paid and delivered unto the above-named W. E. and M. natural children of the above-named N. late of R. aforesaid, their late Father deceased, their several filial portions, or childes parts of the goods and chattels of their said late Father deceased, according to the Inventory thereof, and also accompt and render unto them their just shares of all other their rights due unto them by virtue of the last Will and Testament of their said Father, when they come to the full age of twenty

twenty one years, or happen to be married, and also honestly, according to their degrees educate, and bring up the said Children during the time of their nonage, with meat, drink, apparel and learning; and if it happen any of the said Children to dy before they come to full age, or to be married, then if the said R.Y. do content and pay the portion, and other rights of him, her or them so dying, to whom the law shall appoint the same to be paid, or who by proximity of bloud ought to have it, and also save and keep harmlesse the above named, &c. Commissary, and all other his Officers, that then, &c.

A Condition that the Heir shall make no claim.

THe Condition &c. that whereas R.G. of, &c. father of the above bound R. is possest of one messuage or tenement, and certain customary lands thereunto belonging, holden of the Right Honorable, &c. as of his Manor of, &c. called or known by the name of, &c. now in the occupation of, &c. out of which messuage or Tenement, is issuing the yearly rent of, &c. and whereas the said R. the Son, for and in consideration of a certain competent summ of, &c. to him the said R. by the said I. well and truly contented and paid, whereof and wherewith the said R. acknowledgeth himself fully satisfied, hath granted and agreed that the said I. (by and with the consent of the said R. the Father) shall have and enjoy to his own use for ever, the said messuage or tenement, lands and premisses, and all the state, right, title and interest, which the said R. the Son now hath, or at any time hereafter may, might, should or ought to have, of, in and to the same, from, by or under the right, title or interest of the said R. the Father, or as heir unto him; if therefore the said R. the Son

ſon, his, &c. nor any of them, do not at any time hereafter make or cauſe to be made any claim or demand, of, in or to the ſaid meſſuage or tenement, and premiſſes, or any part thereof, from and after the deceaſe of his ſaid Father, but do permit and ſuffer the ſaid I.G. his, &c. and every of them, to have, poſſeſſe and enjoy, to his and their own uſe for ever the ſaid, &c. and every part thereof, without any let or diſturbance of or by him the ſaid R. the ſon, his, &c. or of or by any other perſon or perſons, or by his, their or any of their acts, means, conſents or procurements, clearly releaſed, acquitted and diſcharged of and from all incumbrances whatſoever, by him, them, or any of them had, made, committed or done, or to be had, made, committed or done in any wiſe, but then, &c.

Condition to appear before Juſtices of the Peace, &c.

THE Condition, &c. that if the above bound S.T. do perſonally appear in the cuſtody of the Bailiff within written, or his deputy, before the Juſtices, &c. the Monday next after the Nativity of S. *John Baptiſt*, in the Town of, &c. to finde there before the ſaid Juſtices good and ſufficient Sureties for the Peace, and to behave and bear himſelf well and peaceably unto the, &c. and in the mean time keep the Peace of our Common-weal h, and from henceforth ſave and keep harmleſſe the within named, &c. for and concerning the premiſſes, that then, &c.

A Condition to ſuffer ones Wife to make a Will, and to ſurrender a Copy-hold to his and her uſe.

THe Condition, &c. that whereas there is a marriage, &c. Now if the ſaid I. F. do and ſhall after the Celebration of the ſaid marriage, and during the coverture, permit and ſuffer the ſaid F.S. to make her laſt Will and Teſtament in writing or otherwiſe, and by the ſame to give and diſpoſe of the goods and chattels or ready money of him the ſaid I.F. to the value of, &c. or under, at her will and pleaſure, to ſuch perſon and perſons, and for ſuch intents and purpoſes as ſhe the ſaid S. ſhall by the ſame Will nominate and appoint; and alſo if the ſaid I.F. his, &c. (after the ſaid Will ſhall be ſo made and publiſhed under teſtimony of ſufficient witneſſes) do and ſhall well and faithfully execute and perform the ſame Will, or ſuffer the ſame to be duly executed and performed, according to the intent and true meaning of the ſaid S.F. and alſo if the ſaid I.F. do and ſhall at the next Court to be holden for the manner of, &c. ſurrender into the hands of the Lord of the ſaid manner, according to the cuſtome of the ſame, all that his manſion-houſe, &c. to the uſe and behoof of the ſaid I.F. and S F. for and during their natural lives, and the life of the longeſt liver of them, and after the deceaſe of the Survivor of them, then to the uſe and behoof of, &c. that then, &c.

A Letter of Atturney to receive money due upon several Bonds, allowing the Atturney his reasonable charges, and out of that money which he shall receive, to satisfie himself of such moneys as are due to him for him which makes this Letter.

TO all men to whom these presents shall come, W. R. of *Tatterſel* in the C. of *Lincoln* Yeoman, sendeth greeting. Know ye that I the said W.R. for divers good, sufficient, and reasonable causes and considerations me hereunto moving, but especially for and in respect of certain several sums of money heretofore to me paid by C.H. of T. in the said C. of *Lincoln* Gentleman, have authorized, constituted, nominated, made and ordained, and by these presents, do authorize, constitute, nominate, make, ordain, and in my place put the said C.H. my true, faithfull, lawfull, undoubted and irrevocable Atturney, from henceforth for me and in my name to ask, receive, gather and take all such sum and sums of money, as are already due, or hereafter shall or may become due unto me the said W. from any person or persons herein hereafter mentioned and expressed; as also all such sum and summs of money, as were due unto E. my now wife, in her widowhood, or hereafter may or shall be due unto her, by any person or persons whatsoever, & hereafter hereafter mentioned & expressed, by virtue of any bill, bond, or any other writing or ways whatsoever, that is to say, to ask, gather, receive and take of A. B. of C. in the C. of E. Yeoman, the summ of ten pounds of lawfull *English* money, due unto me by virtue of one bond or writing obligatory, from the said A.B. to me the said W.R. dated the last day of *June* last past, before the date hereof, as in & by the condition of the said obligation, reference being thereunto

had, more plainly and at large it doth and may appear, and also fourty shillings of lawfull English mony, from &c. Then name every particular summ, and set them down according to the several names, sums and dates as they are, and insert these covenants following, as in and by the several conditions of the said bonds, whereunto relation being had, more plainly and at large it doth and may appear: for the recovery of all which said several sums of money, which shall arise or grow due unto me the said W R. by vertue of any or either of the said bonds, yet arrear, due and unpaid, I do by these presents give full power and authority unto the said C. H. for me, and in my name, and to my use as aforesaid, to receive, & upon non-payment of them or any of them, to bring, sue & prosecute for me & in my name, all and all manner of actions whatsoever, as well real as personall, & the same to prosecute and follow by sute, arrest, imprisonment, judgement, condemnation, execution or otherwise: And one Attorney or more for the doing of the premises to make, and the same at his will and pleasure to revoke, & new in his or their place to be put, in as large and ample manner as I might do if the same were by me in proper person done, commenced, sued or taken, to the only benefit and behoof of me the said W. R. allowing to the said C. out of the said sum or sums of money, so by him received, his reasonable, lawful and necessary expences and charges laid out or disbursed in hand or otherwise, in and about the recovery, getting and procuring of the said sums of mony, or any of them, with allowance & payment of all such reckonings, sum and sums of money as are due to him the said C. by me the said W. as shall or may appear upon any reckoning, bill, bond or otherwise, under my hand and seal, or by sufficient witness. And I do by these presents covenant, promise and grant, to and with the said C. his

execu-

executors, &c. that I, my heirs and assignes, shall and will at all times hereafter, ratifie, confirm and allow whatsoever my said Atturney shall do or cause to be done, in or about the premisses. In witnesse, &c.

A *Copy of a Lease to try a Title.*

THis Indenture made, &c. between, &c. Witnesseth, that the said A.B. for divers good causes and considerations him thereunto especially moving, hath demised, granted, and to farm-letten, and by these presents, doth demise, grant and to farm-let unto the said W.M. all that messuage or tenement with the appurtenances, situate and being in N. aforesaid, and all Houses, Edifices, &c. now or late in the tenure or occupation of C.D. or his assignes, To have and to hold the said messuage or tenement, and premisses, with the appurtenances, before by these presents mentioned to be demised, &c. for 3. years or more, &c. yielding and paying, &c. being lawfully demanded: Provided always, and upon this condition, that if the said A.B. his executors, administrators or assignes, or any of them, do well and truly pay or tender, or cause to be tendred or paid to the said W.M. his executors, administrators or assignes, at any time, during the continuance of this present demise, the sum of 12, of lawful *English* money, that then and from thenceforth this present Indenture, and every article & thing therein contained, shall be utterly void and of none effect: And that then also and from thenceforth it shall and may be lawfull to and for the said A.B. his executors, administrators and assignes, or any of them, into the said messuage or tenement and premisses, with the appurtenances, and in every part and parcel thereof, to re-enter, and the same to have again, repossesse & enjoy, as in his & their former estate, any thing in these presents contained to the contrary thereof

containing in any wise notwithstanding. In witnesse whereof, &c.

A discharge made to the Sheriff (for a Prisoner) from him to whom the Prisoner is indebted.

KNow all men by these presents, that I A.B. of C. in the C. of D. have remised, released, acquitted and discharged, and by these presents do for me, my heirs, executors, administrators and assignes, remise, release and fully and absolutely acquit and discharge T. I. high Sheriff of the C. of L. aforesaid, and I. B. his under-Sheriff, their heirs, executors and administrators, of & from all & all manner of escapes as well voluntary as negligent, & of & from all actions, cause and causes of actions, for or concerning the enlarging or setting at liberty of the body of I.S. taken at my sute by virtue of a *Capias ad satisfaciendum* to the said Sheriff directed of 8.l. debt, and 15.s. costs of sute, returnable in the Court of Common-pleas, in *Hillary*-term last past, and I the said A.B do hereby discharge the said Sheriff from all actions, reckoning, duties and demands whatsoever, concerning the executing of the said *Capias ad satisfaciendum*. In witnesse whereof, &c.

An Indenture of Partition, where two have taken a joynt Lease of Messuage and Lands, &c.

THis Indenture made the 5. day of *June* in the year of our Lord God, according to the account used in *England*, one thousand, six hundred, fifty and one, between A.B. of, &c. of the one part, and C.D. of, &c. of the other part, Whereas the said A.B. and C.D. do hold jointly for term of certain years, yet enduring and unexpired, all that messuage, tenement or farm-house called, &c. situate in B. in the County of, &c. & all Houses, Edi-

edifices, buildings, barns, ſtables, orchards and gardens thereunto belonging, with their appurtenances, and alſo all thoſe ſeveral cloſes of arable land, called or known by the name of, &c. and containing by eſtimation, &c. and all that great meadow, ſituate, &c. containing, &c. and all thoſe parcels of Cow-paſture, next adjoyning to, &c. called, &c. and containing, &c. And all that parcel of wood-ground called B. wood, with divers other parcels, with all and ſingular profits & commodities thereunto belonging or appertaining, by one Indenture of demiſe, bearing date the, &c. made between W. L. of, &c. Gent. of the one part, and the ſaid A. B. and C. D. of the other part, yielding and paying therefore the yearly rent of, &c. at two uſual days of payment in the year, that is to ſay, &c. by equal portions: And the ſaid A. B. and C. D. do thereby covenant to pay the ſaid rent of, &c. in manner, &c. and alſo for and during the ſaid term to repair the ſaid meſſuage and all other the premiſſes, as alſo the hedges, ditches and mounds belonging to the demiſed premiſſes, and at the end of the ſaid term, do covenant to leave the ſame well and ſufficiently repaired into the hand of the ſaid W. L. his, &c. as in and by the ſaid Indenture of demiſe, relation being thereunto had, it doth and may more fully and at large appear.

Now this Indenture witneſſeth that the ſaid A. B. and C. D. have with their full and whole conſent, and by and with the advice and aſſiſtance of E. F. of, &c. and G. H. of, &c. by them reſpectively choſen for that purpoſe, made an equal diviſion and partition of the ſaid demiſed premiſſes, into two equal parts or moyties, to the end, intent and purpoſe that the ſaid A. B. and C. D. and their ſeveral and reſpective Executors, &c. may have, hold, occupy, poſſeſſe and enjoy the ſaid equal parts and moyty of the ſaid demiſed premiſſes, during the remainder of the ſaid term, in manner and

form following, that is to say, that he the said A.B. his Executors, &c. shall and may during the remainder of the said term, have, hold, and enjoy the moyty, partition or half-part of the said Messuage or Tenement, Houses, Edifices, Buildings, Barns, Stables, Orchards, Gardens, lands and premisses, as the same are divided and set apart as aforesaid, that is to say, all those several rooms situate at the West end of the said demised Messuage, called by the names of the, &c. the, &c. the, &c. and all that great barn situate at the, &c. and all that, &c. (so naming every parcel, as allotted) in full recompence of his due part and portion between them, of the said demised premisses, and that the said C.D. his Executors, &c. shall during the remainder of the said term, have the other moyty, partition or half-part of the said Messuage or Tenement, Houses, &c. as the same are divided and set apart as aforesaid, that is to say, all those several rooms situate at the East end of the said Messuage, &c. (as above name the parcels) in full recompence of his due part and portion between them of the said demised premisses: *To have and to hold*, to either of the said parties, their Executors, &c. severally as is abovesaid, from the day of the date hereof, unto the full end and term of, &c. And it is covenanted, granted and agreed by and between the said parties, that the said yearly rent of, &c. to be due to the said W.L. or his assignes, from time to time during the continuance of, &c. shal be equally paid between them the said A.B. and C.D. their executors, administrators, and assignes, as tenants of the said demised messuage & other the premisses, from time to time, during the said term, either of them for the said part and portion allotted as is aforesaid. And the said A.B. for him, his, &c. doth covenant, promise and grant, to and with the said C.D. his, &c. to save, defend and keep harmlesse and indemnified the said C.D. his executors, &c. of and

from

from all prejudice, losse or dammage which shall happen or come unto him the said C.D. his,&c. for or by reason of any breach of any of the covenants and agreements specified and comprized in the said Indenture of Lease, or other thing whatsoever which shall or may be had, made, done, committed, omitted or suffered by him the said A.B. his,&c. for or in respect of his said moyty or half part of the demised premisses, or any part thereof: And the said C.D. doth for him, his, &c. covenant, promise, grant and agree, to and with the said A.B. his, *&c. ut supra.*

And for the true keeping, performance and observation of all and singular the said partitions, covenants, conditions, payments, agreements, and articles herein before expressed, either party bindeth himself, his heirs, executors and administrators, to the other by these presents in the summ of, &c. In witnesse, &c.

Judge Cook *his Articles which the chief Constables of every Hundred are to observe and answer unto, at the beginning of every Assize, viz.*

1. *Inprimis*, what Felonies have been done within their Hundred from the Assizes next before, against whom, and at what time, and wherefore, and what pursute hath been made for the Felonies, and in whom default of pursute of Felonies hath been?

2. *Item*, what Vagrant and suspected persons have been apprehended within that time within their Hundred, and what hath been done with them, and by whose default any such persons have escaped from apprehension, & how the watches have been kept in every Township, between the *Ascension* and *Michaelmas*?

3. *Item*, what Recusants are within their Hundreds, and come not to the Church according to the Law?

4. *Item*, what decay of houses, of husbandry, hath been since the beginning, &c. within their Hundred,

which had twenty acres of land, meadow and pasture, to them, when decayed, and by whom?

5. *Item*, what grounds within your hundreds that have been used to be tilled ordinarily, any twelve years since the beginning, &c. been turned from Tillage to Pasture, by whom, and when?

6. *Item*, how many Ale-houses be in that Hundred, and in what places, and where they be; how many be licensed, and by whose license, and how many without license, and who they be, and whether punishment have been done to the offenders, according to the Statute?

7. *Item*, whether such Ale-houses as are licensed, do observe the articles prescribed to them?

8. *Item*, who have made any ingrossing, fore-stalling, or regrating within their Hundred, and whereof, and where put in ure?

9. *Item*, who they be that make mault to sell, of corn not being of their own tilth or rent-corn, not being licensed thereunto, according to the Statute lately made?

10. *Item*, to observe and answer how Vagabonds are taken up and punished, and to see how the impotent poor are provided for, without being suffered to wander abroad for relief out of the Parish.

11. *Item*, you shall inquire of what value and sufficiency of estate and discretion, the Petty Constable is within every several Town within his County, that hereafter no man be admitted to be a Petty Constable, except he be a Subsidy man and of good understanding.

12. *Item*, you shall inquire and present all Masters that shall retain their servants out of the general petty Sessions, or give greater wages than shall be set down by the Justices, and whether the petty Sessions be duly kept at the times accustomed, so as none may be re-

tained but in pety Seſſions, except it be in caſes of neceſſity, and then the ſaid retainer to be known unto the chief Conſtable of the Hundred, and to be entred into their book.

13. *Item*, you ſhall give warning to every pety Conſtable, that every one in his or their ſeveral Pariſh or limit do take heed that no cottage be newly builded, that every Conſtable when he ſhall ſee any ſtuff or ſtone, clay or timber provided by any inhabitan within his Pariſh, and minded to build a cottage, ſhall ſpeedily give notice thereof to the Juſtices of Peace for that limit, that the ſaid Juſtices of the Peace may take preſent order for the ſuppreſſing thereof.

14. *Item*, if any Lord or freeholder, out of his private devotion or otherwiſe, ſhall build or erect any cottage not laying thereunto four acres of land according to the Statute, then the Juſtices of the Peace ſhall take order, that the ſaid Lord or freeholder ſhall maintain the poor that ſhall inhabit in the ſaid cottage, and if the ſaid Lord or freeholder ſhall refuſe ſo to be ordered, then the ſaid Juſtices of the Peace ſhall take recognizance of ſuch Lord or freeholder, for their appearance at the next Aſſizes and general Goal delivery, to anſwer for his refuſal and contempt, as for the building of the ſaid cottage.

15. *Item*, you ſhall make diligent inquiry, what unlawfull games, drunkenneſſe, whoredom, incontinency, evil, vile and other diſorders, be committed by Maſters of houſholds in their ſeveral families, or by their children or ſervants for want of good government of the houſholders, and to preſent the ſame, for that upon the good ordering of private families the Common-wealth doth depend.

16. *Item*, you ſhall make diligent inquiry, what ſervants before the time they were retained to ſerve, were turned out of ſervice, and for what cauſe the ſervant

vant is so turned away; for that thereby many become rogues, and idle persons, and to present the same, to the end Masters may be punished for such offence, according to their demerit in that behalf.

17. *Item*, to inquire of all purveyours and ponlterers which buy any victuals, and sell the same again at unreasonable rates.

18. *Item*, to inquire of all Dove-houses erected or maintained by any not being Lord of the mannor, or Parson of the Town.

Points of Law by R.O. concerning Lord and Tenant, &c.

1. IF the Lord take away any part of the demised premisses, and exclude the Tenants by wals, &c. it is an extinguishment of his rent.

2. If a Landlord covenanr with his Tenant to rebuild any Room, and do not, whereby the Tenant receiveth losse, the Tenant may have an Action upon the case, upon his Parol-covenant, wherein he may recover what he can prove himself damnified.

3. If the Landlord hath manure lying in the ground of the Tenant, & except it not at the demise, the Tenant may dispose the same as he sees cause for his own conveniency; for being a place for a manure hill, the Tenants necessity will require use of it; and that the Tenant may better and safer dispose it, let him mix some of his own manure with it, and then he may either sell it, or lay it upon what ground he will.

4. The Landlord digs a Saw-pit, &c.

After the ground let, it is the Tenants, and he may have an Action against any that during that time without his consent meddles with it.

5. The Landlord after the demise, lops, tops, cuts and fels Timber, Willows, Sallows, Thorns and other wood; during the Lease the Landlord cannot without con-

nſent of the Tenant meddle with the Woods not ing excepted in the Leaſe.

6. The Tenant may cut any Water boughs, horns, Willows, Elders, &c. for neceſſary Hedg-oot and Fireboot, but not to ſell; and if he ſell hes, 'tis an Action of Waſte in the Tenant.

7. If the Landlord lay Hay in any Room of the enant, &c. and the Tenants man or maid or himſelf dder his Cattle with it, what remedy hath the Land-rd againſt the Tenant, and the Tenant againſt the ndlord?

An Action lyeth againſt the Lord for laying his Hay ere; but the property of the Hay there is ſtill not-withſtanding in the Landlord; and if the Tenant fod-er his Cattle with it, the Lord hath his Action.

8. If a man let a Cow to hire, and after take her to e Market to ſell, and do not, an Action of Treſpaſſe eth againſt the Owner for driving of her to the arket.

9. If he to whom the Cow is letten ſell the Cow, nd tender the money to the Owner, what danger to im that ſold her?

The Cow is to be returned, and not her price; and the Lord refuſe the price, he may bring his Action, ut ſhall recover but her worth.

10. If the Lord promiſe to put in repair any ouſes, &c. and do not, if any of them fall down for ant of mending, what remedy hath the Landlord gainſt his Tenant for not repairing the ſame?

An. If any of thoſe things that the Lord was firſt to ut in repair, and did not, decay, the Tenant is not ound to repair them: & if by permiſſion they com to ine, it is the Landlords fault, and the Tenant is free.

11. If the Landlord promiſe to fence in a piece of ound, where the Tenant is to ſow Hemp and Corn, d do not, but ſo as the Tenants goods cannot be

kept

kept out, but destroy his Corn.

An Action upon the case lyeth against the Lord upon the promise.

12. Cutting up timber-trees, fruit-trees, hedg-row-trees that shelter the house, are waste; the Tenant hath intereſt in the reſt, if not excepted.

13. A.B hath his horse strayed from him, and findes him in the custody of C.D. and demands him of C.D. finding him in C.D. his draught, and C.D. will not deliver him without 8.d. *per* week allowance, and by delays detains the horse till the year be expired.

A.B. may recover his horse by Detinue or Action upon the Action of Trover and Conversion, wherein he must prove the property of the horse to be his, and the other will be allowed fitting recompence for his food, but no longer than untill he was owned, and amends tendred.

14. If a Tenant upon an arbitrement give a Release to the Landlord, whether will that Release free any other that the Landlord hath caused to wrong the Tenant?

An. For any thing that any other hath done joyntly with the Lord wherein the Tenant was endammaged, this Release may be pleaded in Law, but not in actions done by any other without the Lords joyning.

A Charter-party with extraordinary Covenants and clauses therein contained.

THis Charter-party made and indented the three and twentieth day of *August*, in the year of our Lord God, one thousand, six hundred, thirty and eight, according to the new stile, between H.C. of *Slego* in the Kingdom of *Ireland* Merchant, of the one part, and R.T. of *Newcastle* upon *Tine*, Master under God of the

the good Ship called the *William* of *New-caſtle*, burthen fourſcore Tuns or thereabouts, of the other part, witneſſeth that the ſaid Maſter hath letten to Freight his ſaid Ship unto the ſaid Merchant, and that the ſaid Merchant hath hired her for a voyage (by Gods grace) to be made in manner and form following, that is to ſay, the ſaid Maſter, for him, his executors, adminiſtrators and aſſigns, doth covenant, promiſe and grant unto and with the ſaid Merchant, to take, receive and load in his ſaid Ship, the *William*, all ſuch goods and Merchandizes, as the ſaid Merchant ſhall pleaſe to put aboard her, and the ſaid Ship can conveniently carry over and above her victual, tackle and appurtenances, and with the next good wind and weather which God ſhall ſend to depart hence and ſail directly for the Iſlands of Scotland, called by the name of the Liewes, to a port lying therein called L. of Holliard, or to any other convenient Port or Harbour in the ſaid Liewes, where other Shipping goeth to take in fiſh, and the ſaid Merchant ſhall appoint, and there with all expedition to diſcharge all or any of the ſaid goods, and reſide fiſh to the full and ſufficient loading of the ſaid Ship, and being diſpatched to depart thence, and ſail directly for the Downs, or any other place or places, Port or Ports where the Merchant or his aſſigns ſhall pleaſe to order him, there to diſcharge and deliver the ſaid fiſh and other goods whatſoever, loaden by the ſaid Merchant or his aſſigns in the ſaid Ship, and ſo to finiſh and end the ſaid indented voyage: And the ſaid Merchant, for him, his executors, adminiſtrators and aſſigns, doth covenant, promiſe and grant, to and with the ſaid Maſter, not onely to go with him in perſon for the ſaid Liewes, and there to load the ſaid Ship with fiſh, or any ſuch other goods as he ſhall pleaſe, and thence to ſail with them for the place or port of their diſcarge, but

alſo then and there before bulk-breaking to give ſufficient ſecurity unto the ſaid Maſter for the payment of his Freight, and after ſafe delivery of the ſaid goods to pay for Freight 50.l.ſterling per moneth for ſo long time as the ſaid Ship hath been in ſervice of the ſaid Merchant, the daies leſs than a moneth after the ſame rate, the moneths pay to begin on friday next, the ſeven and twentieth day of this preſent moneth, and to end when the laſt goods are delivered out of the ſaid Ship, at the place of her right diſcharge, and the ſaid Freight to be paid within ——————daies at the longeſt, with averige and primage, according to the cuſtome of the Sea: And moreover the ſaid Merchant doth promiſe to provide the ſaid Maſter a ſufficient pilot to bring the ſaid Ship in and out of the Liewes, and to pay all other pilotage, anchorage and other duties which in any port or harbour during the ſaid voyage ſhal or may be claimed in reſpect of the ſaid Ship and goods, and to provide the ſaid Ship of ſufficient convoy, if he the ſaid Merchant or his aſſigns do require that the ſaid Ship ſhall make her diſcharge in any unfree place: Provided that the ſaid Maſter in his going for the ſaid Iſlands or Liewes is to put into Tinmouth haven, there to victual and provide himſelf, which time from his firſt coming in untill his coming out again to Sea, is not to be reckoned to the Merchants charge: And the ſaid Maſter doth promiſe and warrant his Ship to be ſtrong and ſtanch, and to man and victuall her fitting to perform the ſaid voyage, with all other neceſſary appurtenances. For the true performance of all which premiſſes, the ſaid parties do bind themſelves unto each other in the penalay of 500.l. ſterling, to be paid by the party defective unto the party obſervant.

And

And it is agreed by and between the ſaid parties, that the monethly Freight above-mentioned ſhall run and continue untill the ſame Freight be fully paid, and that the ſaid Maſter ſhall not abide or tarry in *Tinmouth* Haven longer than ſix days, if winde and weather ſerve. Provided that the half-deck and fore-caſtle is to be for the Maſters uſe and ſtowage.

In witneſſe whereof the ſaid parties unto two Charter-parties of this tenor, interchangeably have put their hands and ſeals. Dated in, &c. the day and year above-written.

A *Deed to revoke ſeveral uſes in ſettlement according to a power therein reſerved.*

TO all Chriſtian People, to whom this preſent writing ſhall come, Sir R.C. of *Sleſford* in the County of *Lincoln* Baronet, ſendeth greeting in our Lord God everlaſting. Whereas in and by one Indenture bearing date, &c. and made between Sir R. C. on the one part, and I.S. Gentleman, ſervant to the ſaid Sir R.C. on the other part, There is (amongſt other things) one Proviſo contained in theſe or the like words in effect hereafter following, (that is to ſay) Provided likewiſe, that it is hereby further declared and agreed by and between the ſaid parties to theſe preſents, and the true intent and meaning of them and of theſe preſents is, that if the ſaid Sir R.C. ſhall at any time hereafter during his natural life, be minded or purpoſed to alter, determine, revoke or make void all or any of the ſame uſes, eſtate or eſtates, truſt or truſts herein before mentioned, declared, limited or appointed, and ſhall by any Deed or writing to be by him the ſaid Sir R.C. ſealed and ſubſcribed in the preſence of two or more credible witneſſes, declare and publiſh

ſiſh his mind, intent and meaninig to be, to revoke, alter, or make void and fruſtrate the ſaid ſeveral uſes, eſtate and truſts, before in theſe preſents mentioned, declared, limited or appointed; or any of them, of, for or concerning the ſaid Caſtle, Manors, meſſuages, Lands and premiſes, or any or them, or any part or parcell of them, or any of them, that then and from and after any ſuch declaration or publication ſo to be made as aforeſaid, the ſame uſe and uſes, eſtate and eſtates, truſt and truſts, in and by theſe preſents limited, expreſſed, declared or appointed, of, for and concerning the which any ſuch declaration or publication ſhall be made as aforeſaid ſhall ceaſe and become utterly void, fruſtrate and of non-effect, to all intents, conſtructions and purpoſes whatſoever; and that then and at all times from thenceforth the ſaid I.S. and his heirs, and all and every other perſon and perſons ſtanding and being, or which at any time hereafter ſhall ſtand and be ſeized of the ſaid Caſtle, Manors, Lands and premiſſes, ſhall ſtand and be ſeized of the ſame or of ſuch part or ſo much thereof, concerning the which any ſuch declaration or publication ſhall be made as aforeſaid, to ſuch uſes, intents, truſts and purpoſes, as the ſaid Sir R.C. in or by any ſuch deed or writing as is aforeſaid, or by any other deed or writing to be by him the ſaid R.C. ſealed and ſubſcribed in the preſence of three or more credible witneſſes, ſhall declare, limit or appoint, and for default of ſuch declaration, limitation or appointment, to the uſe and behoof of the ſaid Sir R.C. his heirs and aſſigns for ever, and to or for none other uſe, intent, meaning or purpoſe whatſoever, as in and by the ſaid Indenture (amongſt divers other proviſoes and things therein contained) more plainly and at large it doth and may appear.

Now

ow know ye, that I the ſaid Sir R.C. do by this my reſent deed or writing ſealed and ſubſcribed by mé e ſaid Sir R C. in the preſence of (three) credible imeſſes, declare and publiſh my minde, intent and eaning to be, to revoke, alter and make void and ſtrate, and I do by theſe preſents revoke, alter and ake void and fruſtrate all and every the uſe and uſes, tate and eſtates, truſt and truſts in and by the ſaid denture declared, limited or appointed, of, for and oncerning all and every the Caſtle, Mannors, Meſ-uages, Lands, Tenements, Advouſons, and all other ereditamen's mentioned, contained and ſpecified in e ſaid Indenture, with their and every of their ap-rtenances, and of, for and concerning every part reof: and I do hereby further declare, limit and point, that the ſaid Caſtle, Mannors, Meſſuages, nds, Tenements, Advouſons, and all other Here-aments with their appurtenances, ſhall remain and , and that the ſaid I.S. and his heirs, and all and ry other perſon and perſons ſtanding and being, or ich at any time hereafter ſhall ſtand and be ſeized and in the ſame, ſhall ſtand and be ſeized there-, to the uſe and behoof of me the ſaid Sir R.C. my irs and aſſignes for ever, and to and for none other e, intent, meaning or purpoſe whatſoever. In wit-ſſe whereof I the ſaid R.C have hereunto ſet my nd and ſeal the 28. day of *February* in the year of r Lord God according to the computation uſed in *gland*, 1651.

An Indenture of Co partnerſhip, between four Merchants.

THis Indenture Quadripartite, made the, &c. between R.B. Citizen and Goldſmith of *London*, of the firſt part, W.C. Citizen and Goldſmith of *London* of the ſecond part, T.B. Citizen and Goldſmith of *London* of the third part, and T L. of *London* Merchant-adventurer, late Servant of the ſaid R.B. on the fourth part, witneſſeth, that the ſaid R.B. W. C. T.B. and T.L. in conſideration of the fidelity, truſt, confidence and good opinion which every one of them always hath had, and yet hath and repoſeth in every other of them, have joyned themſelves to be co-partners together in the Trade of Merchandizing, that is to ſay, in buying, ſelling, utttering, vending or retailing of all ſorts and kindes of wares, and all other kindes of buſineſſes to the Trade of a Merchant incident, belonging or appertaining, and the ſaid Co-partnerſhip to continue between them, from the firſt day of this inſtant moneth of *March* for and during the term and ſpace of three whole years from thence next enſuing and fully to be compleat and ended; And to that end and purpoſe, they the ſaid R.B. W. C. T.L. and T.B. have before the day of the date of theſe preſents delivered into ſtock (to be uſed and imployed in the ſaid trade of Merchandizing, as well within the territories of *England*, as elſewhere in ſeveral places in the parts beyond the Seas,) in money, cloth, wares, debts, merchandizes, adventures, abroad and here in *England*, adventures now already upon the Seas and beyond the Seas, ſuch ſeveral ſtock and ſtocks, and ſumm and ſumms of money as are ſpecified and expreſſed in a Schedule indented to theſe preſents annexed of the particular and proper ſtock ſeverally put in, and ſeverally belonging to each one

one of the ſaid ſeveral parties for their ſeveral quantity and proportion, being in the ſaid Schedule ſeverally ſet down, mentioned and declared, as by the ſame more fully and plainly doth and may appear: It is now covenanted, granted, concluded, condeſcended, and fully agreed by and between all the ſaid parties to theſe preſents; and each one of the ſaid ſeveral parties for himſelf reſpectively, and for his own particular part, and for his own ſeveral and particular Executors and Adminiſtrators, do and doth ſeverally and not joyntly covenant, grant, promiſe and agree to and with every and each other of the ſaid parties, his and their ſeveral Executors and Adminiſtrators by theſe preſents in manner and form following, that is to ſay, that every and each of the ſaid parties for himſelf during and by all the ſaid ſpace of three years (if all the ſaid parties ſhall ſo long live) ſhall continue and abide together as joynt-occupiers and partners, and that every and each of the ſaid parties ſhall from time to time, during and by all the ſaid term (if they ſhall ſo long live) do their and every of their reaſonable endeavours and diligence, by all the ways, labours and means that each of them can or poſſibly may, to the uttermoſt of their power, wit, cunning and knowledg, and for the moſt benefit, profit and advantage of every and each other, faithfully and truly imploy, buy, ſell and merchandize, with all ſuch and ſo much of the ſaid whole ſtock, as ſhall in all manner of wiſe come to be committed to each one of their ſeveral charges, diſpoſitions and government; and the gains and increaſe of every ſuch part: And it is the true intent and meaning of all the ſaid parties to theſe preſents, that the ſaid W.C. ſhall mannage the buſineſſe and affairs for, &c. in the parts of *Spain* during the good liking of the ſaid R.B. and there for the moſt part reſide and have his continuance

and being; the said T.L. to mannage the busineſſe and affairs for *Stoade*, *Germany*, and thoſe parts, during the good liking of the said R.B. and there he for the moſt part to reſide and have his continuance and being, and the said R.B. and T B. to mannage the busineſſe and affairs for *England*. And it is covenanted, granted and agreed by and between all and every the said parties to theſe preſents, that all ſuch gain, profit and increaſe as God ſhall ſend, and as ſhall come, grow or ariſe by reaſon of their said Trade and joynt-occupying, as is aſo eſaid, ſhall be from time to time during the said joynt-occupying, equally and indifferently parted and divided in manner following, that is to ſay, to every one of the said parties, their Executors and Adminiſtrators, a juſt, equal and rateable part and proportion in and upon every 100. l. rateably and proportionably, according as to the quantity of each ones ſeveral ſtock by them ſeverally put in and appearing in the said Schedule, the ſame for his and their parts of the gains, profit and increaſe, ſhall ariſe and amount unto. And likewiſe that all ſuch loſſes, hurt and detriment as ſhall happen by the said joynt-occupying by evil debtors, adventures of the Seas, or otherwiſe, without fraud or coven ſhall be paid and born in each ones ſeveral part and portion, according to the manner and form of the divident of the gains aforeſaid. And it is covenanted, granted and agreed by and between all and every of the said parties to theſe preſents, and each one of the said parties for himſelf reſpectively, for his own ſeveral and particular part, and for his own ſeveral Executors and Adminiſtrators, do and doth ſeverally & not joyntly covenant, promiſe, grant and agree to and with every and each other of the said parties, his and their ſeveral Executors and Adminiſtrators by theſe preſents; That there ſhall be had

had and kept from time to time, during all the time of their joynt occupying and Copartnership together as aforesaid, as well for the accompt and affairs on this side the Sea, as likewise for the severall accompts and affairs severally beyond the Sea, perfect, just and true books of accompts and rekonings of all the said whole trade and dealing, as much as in each one his severall power, and as concerning that place or places, and the business and affairs thereunto appertaining, wherein or whereunto he shall be used or imployed, shall and may be and ly, which shall be had, used and occupied by reason of the said joint occupying: And that the said R.B. and T.B. shall have the custody and keeping of the books of accompt for England, and of all things concerning the trade for England, the said W.C. shall have the custody of the books concerning the trade for Spain, and the said T.L. shall have the custody and keeping of the books concerning the trade of Stoade and Germany, in every of which said books, shall be according to the possibility of each ones power, justly and truly entred and set down all manner of goods, wares, and merchandizes whatsoever, either bought or sold by means or reason of the said Copartnership and joint occupying, with all debts thereof or therefore from time to time to be made, together also with all the gains, profit, commodity, winning or increasing that God shall send, and shall come of and by reason of the said joint occupying; and also of all such costs, losses, charges, and expences as are or shall be expended, disbursed, laid forth, had or suffered by any waies or means by reason of the said joint occupying, which said book shall be used in common to and for the behoof of every and each of the said severall parties, their and every of their several executors and administrators,

To have free acceſſe and recourſe unto, without let or interruption of each other, or the executors, adminiſtrators or aſſigns of each other. And alſo that every and each one of the ſaid parties ſhall from time to time, during all the time of their ſaid joynt occupying and Copartnerſhip together, as is aforeſaid, according to the poſſibility reſpectively in each one of them, ſhew and make privy each unto other, and to ſuch of the ſervants and apprentices of each other, that ſhall attend upon the ſaid trade, all the affairs and dealings of the ſaid trade needful and neceſſary therein, thereabouts or thereunto belonging or to be manifeſted, or made known. And alſo that every and each one of the ſaid parties twice in every year yearly during the ſaid Term (or oftner if need require) at and upon the reaſonable requeſt of any of them to the other, ſhall to the beſt & uttermoſt of each ones power and knowledge, and as much as in him or them be or may be, make, yield, render and perfect unto every and each other, or to the executors or aſſigns of every and each other, at or in the City of *London*, a juſt, true and perfect accompt and rekoning of all the ſaid ſtock and ſtocks in the ſaid Schedule mentioned: And alſo of all ſuch other goods, wares, Merchandiſes and ready money, as at any time hereafter during their ſaid trade and joint occupying together, ſhall come to any of their ſeveral hands, occupying, cuſtody or governance, or to the hands of any other perſon or perſons, to any of their ſeveral or joint uſes, or by any their joint and ſeveral deliveries or appointments, or by the delivery or appointment of any the Factors or Servants of them, or any of them by reaſon of the ſaid joint occupying: And alſo of all the gains, profit and increaſe that God ſhall ſend of the ſame ſtock, goods, wares, merchandizes and ready money

ney or otherwiſe, by reaſon or occaſion of the ſaid joynt-occupying, and alſo of all ſuch debts and duties as ſhall be owing unto the ſaid parties or any of them, and by them to be owing to any perſon or perſons by reaſon of the ſaid joynt-occupying; and that upon the perfecting and finiſhing of every ſuch accompt, all the ſaid parties, their Executors and Adminiſtrators ſhall ſubſcribe their names to the ſame, witneſſing each ones conſent and agreement thereunto, for avoiding of doubts and queſtions which otherwiſe might happen or enſue.

And further, that it ſhall and may be lawfull to and for every and each of the ſaid ſeveral parties, and the Executors, Adminiſtrators, Servants, Factors and Aſſignes of them and every or any of them, at all convenient and ſeaſonable time and times, during all the time of their joynt-occupying together, at the liberty and pleaſure of any of the ſaid parties, their or any of their Executors, Adminiſtrators, Servants, Factors or Aſſignes, to have acceſſe and recourſe to the books of accompt and reckonings, and to the notes and remembrance appertaining to the ſame any ways touching or concerning the ſaid Trade and joynt-occupying; and to ſearch, peruſe and examine for the better diſcerning and trying out of all things, how and in what ſort and condition the ſaid Trade and joynt occupying doth and ſhall from time to time proceed and ſtand. And it is further covenanted, granted, concluded and agreed by and between the ſaid parties to theſe preſents, and every one of the ſaid ſeveral parties before named for himſelf reſpectively, and for his ſeveral Executors and Adminiſtrators do and doth ſeverally and not joyntly covenant, promiſe, grant and agree to and with the other of them, his and their Executors, Adminiſtrators and Aſſignes, by theſe preſents, that no bill, wri-

ting contract or bargagain shall be made, at any time, during their said joynt occupying together in the parts beyond the Seas, for any matter touching the said Trade, otherwise than in the name of the said R.B. &c. if the same with reasonable conveniency may be done: And that there shall no private occupying or Trade of buying and selling, be had, used or occupyed by any the said several parties, or any of their Factors, Servants or Apprentices, or any of them, or by any other to or for their uses, benefits or behoofs, in any wise or condition whatsoever, at any time or times during the time of their said Copartnership, to the hurt and injury of the said general Trade, other than such as that the gain, commodity, advantage and profits thereof, shall equally be to the use of them the said R.B. W.C. T.L. and T.B. proportionably according to the rate and proportion of their several stocks, aforesaid, saving that it shall and may be lawfull to and for the said R.B. at his liberty and pleasure, with his overplus of stock at any time or times, during this Copartnership, to use his Trade to and for the *East-Indies*, and also for imploying of his Ships, and to lend and dispose any his other money out by way of Loan or Use, and saving that it shall and may be lawfull to and for all the said parties, during the term of their said Trade, to deal for other men, with whom they shall no ways have any partnership, and not hinder or be injurious to the said joynt-trade, and to receive the Factorige thereof to their own proper uses, any thing aforesaid to the contrary in any wise notwithstanding, And it is further covenanted, granted, concluded and agreed by and between the said parties to these presents, and each one of the said several parties for himself respectively, and for his several Executors, Administrators and Assignes, do and doth

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interchangeably, severally and respectively, and not joyntly, covenant, grant and agree to and with the other of them, his and their Executors, Administrators and Assignes, by these presents, that they the said R.B. W.C. T.L. and T.B. their and every of their Executors and Administrators, shall and will within the space of two moneths next ensuing the end, determination or dissolution of the said term of Co-partnership, whether the same be by expiration of the said term of three years, or by the death or decease of any the said parties which soever of the same shall first happen, at or upon the request of every or any of them, unto the other, or the Executors or Administrators of any of them, make, yield, render and perfect every one each of them to the other, and the Executors and Administrators of every and each of them, unto the other, at the now dwelling house of the said R.B. situate, &c. a just, true, perfect and final accompt and reckoning in writing, to the uttermost of every and each mans power and knowledg, of all and every the said stock and stocks mentioned in the said Schedule, and of all the gains and increase, losse and dammage, which God shall send, and which shall grow to or by the same, and of all goods, wares, merchandizes and commodities, before that time, had, bought, sold or dealt in with the same stock or stocks and gains aforesaid, and of all debts made and being due, summ and summs of money received or paid out by means or in respect of the said Trade, and generally of all buying, bargaining, selling, trading and merchandizing, by the said parties or any of them, with the said stock or stocks, and gains and increase thereof aforesaid, and that then upon the perfecting and finishing of the said final Accompt, so as aforesaid to be made and done, all and every the said stock and stocks in the said Schedule

dule mentioned then remaining, and the gains, winning and increase which God shall send, and shall appear to become and growing thereof, or by reason of the said Trade aforesade, whether the same shall consist in money, wares, debts or otherwise, shall be indifferently parted, shared, paid and divided to and amongst the said parties, their Executors and Administrators, in kinde proportionably and rateably, without fraud, deceit or diminishing, in that full measure, as each ones several part shall justly and truly, in a true reckoning and computation thereof, arise and amount unto, in and upon every hundred pounds thereof, according to the quantity of each ones several stock and stocks in the said Schedule appearing and mentioned, and according to the plain true intent and meaning of these presents; and that such part and portion of the said stock and gains, as upon the perfecting of the said final accompt, shall appear to be and consist in debts and duties due and owing to the said parties or any of them, shall also from time to time, as the same or any of them shall be recovered or gotten in, by the said parties or any of them, be also parted, shared and divided, to and amongst the said parties, according to the like rate, order, division and proportion as is before herein also expressed and set down, the debts, duties and other charges then to be owing or payable by the said parties, or any of them, for or in respect of the said joynt-trade, being first and before all things thereout paid, deducted and allowed, and likewise the losses, if any shall be, to be in like proportion born and sustained according to the rateable division of the gains aforesaid, and that then they the said parties and every of them, their Executors and Administrators, immediately upon the per-

fecting and finishing of the said finall accompt, rtition and division as aforesaid, shall and will do eir and every of their indeavours, by all the law- waies and means that they, or any of them may can, for the more speedy recovery and getting in all and every the said severall debts and duties m time to time to be due, or owing to them, or y of them, as part of the gains and stock afore- id; And that the charges of suing for and getting of the said debts and duties from time to time, ll be born and paid by all the said parties rate- ly according to the quantity of their severall stocks d gains aforesaid. And that if it shall happen any e said parties to die or depart this life during the id Copartnership, that then in any such case no ght of Survivour or Survivorship shall hold or e place, or be by them or any of them any wise llenged, claimed or demanded, but that they the id parties and every of them shall and may lawfully ve, devise, dispose and distribute his and their parts d portions of the said stock and stocks, gains and creases to them severally and properly to belong nd to be due, and belonging by the true intent and eaning of these presents, by their or any of their ft wills and Testaments, or by any other gift or de- se, as fully and amply, as they or any of them could might do of their own proper money and goods, r pertinent to this accompt or joint trade. And kewise the executors and administrators of every ch person and persons so deceasing, may have and joy his and their full rateable part and portion of e stock and stocks aforesaid, and of the gains and crease thereof, according to the true intent and eaning of these presents, without any let, trouble, ndrance or interruption of any other of the said rties surviving or overliving, his or their execu-

tors,

tors, administrators or assigns, or any of them, any usuage, law, custome or other impediment to the contrary thereof notwithstanding. And that all the said parties and persons, before mentioned, their executors and administrators, at all times as well during the said term of Copartnership, as afterwards, untill the end of the whole businesse shall be fully finished and brought to perfection, by all the good waies and means that possibly can or may be, shall be aiding and assisting unto every and each other of them, their executors and administrators, for the obtaining, speedy getting, quiet holding and enjoying of every and each ones private and particular parts or portions to him or them to be due upon the partition or division aforesaid, according as to right and equity therein appertaineth and belongeth, and that without fraud and coven: And it is the intent, plain and true meaning of every and each one of the said parties to these presents, and each one of the said parties for himself respectively, for his own, several, and particular part, and for his own several and particular executors and administrators, doth and doth interchangeably, severally and not jointly, covenant and grant to and with every and each one of them the said parties, his and their several executors and administrators by these presents, That it shall not be lawfull to or for any of the said parties at any time during the said Copartnership, to take out or diminish any part of the said stock, or any the gains or increase thereof, other than such sums and sums of money as hereafter in and by these presents is licenc'd and allow'd, & that no charge shall in any wise be put to the account of the Copartnership but such as shall be for the trade of Merchandizing in trade and occupying of the stock & stocks aforesaid, and the gains and increases that of them and concern-

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g the same shall come, arise or increase, unlesse it convenient houſ-room, and ware-houſ rooms the parts beyond the Seas, and for suing and get-g in of debts and duties belonging to the joynt-de, and other necessary charges belonging to mer-andize necessary and behooffull for their said joynt-cupying, to be born by the general accompt of said joynt-trade, the charges of ware-houſ-room, et, lodging and such like, for the time any of the d parties shall be within the City of *London* du-g the time of the said Copartnership, to be upon particular and sole charge onely of the said R.B. s Executors or Administrators: And it is cove-nted, granted, concluded and agreed by and tween all the said parties to these presents, and ch one of the said parties for himself respectively, d for his own several and particular part, and for s own several Executors and Administrators, do and th, &c. by these presents, That he the said W.C. way of further recompence, his Executors or Ad-inistrators shall every year yearly, for and during the time of the said Co-partnership, be yearly al-wed out of the joynt-stock and general accompt, and reby to be born, the yearly summ of 184.l. of law-ll, &c. over and above all other his gains and allow-ce herein before mentioned, 100.l. yearly whereof shall or may be lawfull to and for the said W.C. to e out of the same to use, spend, bestow and con-t at his own free will and pleasure, so far forth t the said W.C. do leave yearly the residue being summ of 84.l. to rest, remain and run to and in e to and with the said general stock during the said -partnership; The profit and losse of which yearly mm of 84.l. to be a divident to and amongst the d parties in like manner, according to the divisi-and proportion of their several stocks aforesaid,

and

and the 84.l. yearly being the principal, togethe
with so much of the said yearly rent of 100.l. no
formerly taken out, at the end and determination o
the Co-partnership, to be to the said W.C. his Exe
cutors and Administrators fully satisfied and paid
or otherwise by him the said W.C. his Executors o
Administrators out of his accompt to be deducted
and defaulked; and that the said T.L. his Execu
tors or administrators shall by way of further recom
pence every year yearly for and during all, &c. pro
supra for W.C. any matter, cause, Article o
thing before in these presents contain'd or rehear
to the contrary thereof in any wise notwithstand
ing. And finally, it is covenanted, granted an
agreed by and between the said parties t
these presents, that each one of the said sever
parties before named, for himself respectively, an
for his several Executors and Administrators, do an
doth interchangeably, severally and not joyntly, co
venant, promise, grant and agree to and with eac
other and every of them, his and their several Exe
cutors, Administrators and Assignes, by these pre
sents, that if it shall fortune any variance, sute, di
ference, doubt, controversie, discord or content
on to happen, grow or be moved by and betwee
the said parties, or any of them, or the Executo
or Administrators of them, or any of them, so
upon or by reason of the said Trade and joynt occ
pyings, or any matter or thing thereupon depending
or upon or by reason of any matter or thing in the
presents expressed or set down, that then and
often from time to time, as the same shall so ha
pen, and before any sute arise, or trouble shall b
attempted or sought by any of them against th
other, all and every the said variances, differenc
strifes, doubts, controversies and contentions, sha
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from time to time be referred and submitted to the hearing, order, award and determination of four honeſt perſons, being of the company of Merchant-adventurers of *England*, for the time being, whereof one ſhall be choſen by the ſaid R.B. his executors or adminiſtrators, one other, &c. for the other three, as arbitrators in and for all and every the premiſſes, if they ſhall be content to undertake the variances, ſtriſes and contentions, ſo to them to be referred within the ſpace of one moneth next after ſuch reference and ſubmiſſion to them made: And further, that they the ſaid R.B. W.C. T.L. and T.B. and every of them, their and every of their executors and adminiſtrators reſpectively, for their and every of their own ſeveral and particular parts, ſhall and will from time to time ſtand to, abide, obey, perform, fulfill and keep all and every ſuch end and ends, determination and judgment, as by the ſaid four perſons ſo as aforeſaid to be choſen ſhall from time to time be had, made and given up in writing, for and in the behalf of the ſaid parties, as touching any the variances or differences aforeſaid, without any further coven or deceit. In witneſſe, &c.

An acknowledgment of a truſt in an Indenture of bargain and ſale.

THis Indenture made, &c. Whereas T.W. of, &c. by this Indenture of bargain and ſale, bearing date, &c. for the conſideration therein mentioned, did grant, bargain and ſell unto the ſaid I.H. S.T. A.P. and R.L. their heirs and aſſignes, for ever, all that Mannor, &c. (recite the bargain and ſale to the end of the *Habend.*) as in & by the ſaid Indenture of bargain and ſale amongſt divers other Covenants, grants and agreements therein contained more at large it doth

and

and may appear. Which ſaid recited Indenture of bargain and ſale was ſo made unto the ſaid I.H. S.T. and A.P. of meer and ſpecial truſt and confidence, to and for the onely uſe, benefit and behoof of the ſaid S S. his Heirs and Aſſignes. Now this Indenture witneſſeth, that the ſaid I.H. &c. do hereby confeſſe and acknowledg, that the ſaid recited Indenture of bargain and ſale, was and is made to and in the names of them the ſaid I H. &c. of meer and ſpecial truſt and confidence, to and for the uſe and behoof of the ſaid S.S. his Heirs and Aſſignes for ever. And further the ſaid I.H. &c. in accompliſhment and performance of the truſt and confidence aforeſaid, do for them and every of them, covenant and grant joyntly and ſeverally to and with the ſaid S.S. their Heirs, Executors, Adminiſtrators, and Aſſignes, by theſe preſents, that they the ſaid I.H. &c. their Heirs and Aſſignes, ſhall and will from time to time hereafter, upon reaſonable requeſt therefore to be made, and at the coſts and charges in the Law of the ſaid S.S. his Heirs & Aſſignes, bargain, ſell, convey and aſſure the ſaid mannors, and all and ſingular other the premiſſes by the ſaid recited Indenture of bargain and ſale granted & ſold, or meant, mentioned or intended to be thereby bargained and ſold, and every part and parcel thereof, with their and every of their appurtenances, unto the ſaid S.S. his Heirs and Aſſignes for ever, in ſuch ſort, manner and form as by the ſaid S.S. his Heirs and Aſſignes, or his or their councel learned in the Law, ſhall be reaſonably deviſed or adviſed and required, ſo always, that the ſame Conveyances or Aſſurances, or any of them, contain no further or other Warranties than onely againſt the ſaid I.H. &c. and their Heirs: And further, that any time of the making and paſſing of ſuch Conveyance or aſſu-

assurance as aforesaid, the said Mannor and all and singular other the premisses, shall be free, clear and discharged of and from all and all manner of former bargains, sales, gifts, grants and incumbrances whatsoever, then before had, made, committed or done by them the said I. H. &c. or any of them, or of or by any other person or persons whatsoever, lawfully claiming by, from, or under them, or any of them. In witnesse, &c.

An acknowledgment of a trust by a Deed-poll of a Lease.

TO all, &c. I T.M. of, &c. send greeting, &c. whereas C.D. of, &c. by one Indenture of Lease made between, &c. and, &c. hath demised, &c. as in and by, &c. Now know ye, I the said T.M. do hereby confesse and acknowledg, that the Lease or Demise of the premisses aforesaid, was and is made to and in the name of me the said T.M in trust and confidence, and to the intent that I the said T.M should upon the requeſt of the said E.G. her Executors, Administrators or Assignes, assign and convey the said Lease and premisses to her the said E.G. her Executors, Administrators or Assignes, or to such other person or persons as she or they in that behalf shall name or appoint: And therefore in accomplishment and performance of the trust and confidence aforesaid, I the said T.M. for me, mine Executors and Administrators, do covenant and grant to and with the said E.G. her Executors, Administrators and Assignes, by these presents, that I the said T.M. my Exec. Admin. and Assignes, shall and will from time to time, upon the reasonable requeſt, and at the costs and charges of the said E.G. her Executors, Administrators or Assignes, assign and set over the above-mentioned premisses, and every of them, and all the estate and interest of me the said T.M. my Executors and Administrators, in and to the same, clear and discharged of all incumbrances

by us or any of us to be done or committed unto the said E.G. her Executors or Administrators, or to such person or persons as she or they shall name or appoint. In witnesse, &c.

A Conveyance of Lands to the use of a mans Heirs, with the profit during the Heirs minority, limited to the payment of the Donors debts, and performance of the Testament.

THis Indenture made, &c. between the Right Honorable W. Viscount *Hereford*, *&c.* of the one part, and the Right Honorable A. Lord *Grey &* alii, *&c.* on the other part, witnesseth, that the said Viscount, for and in consideration of the Fatherly good will, favour and affection which the said Viscount beareth towards R. and W. the two Sons of the said Viscount, and for the advancement and preferment of the Heirs males of the body of the said Viscount lawfully to be begotten, and for other the considerations hereafter in these presents mentioned and expressed, hath given, granted, enfeoffed and confirmed, and by these presents doth give, grant, enfeoff and confirm unto the said A. Lord *Grey*, *&c.* all those his mannors, *&c.* with all and singular Liberties, Courts, Views of Frank-pledg, Fairs, Commodities, Franchises, Privileges, Jurisdictions, Preheminences, Emoluments and Appurtenances whatsoever to or with the said Mannors, Lands, Tenements or Hereditaments used or enjoyed, in or out of the same, or any of them, or any part or parcel thereof, issuing, renewing, happening, used or exercised, and all, &c.

To have and to hold, &c. to the said A. L. G. &c. and their heirs for ever, to the use and behoof of the said V. for term of his life, without impeachment of waste;

waſte, and after the deceaſe of the ſaid V. and during the time that the ſaid R.D. ſon and now heir apparent of the ſaid V. or any other, being the heir of the ſaid V. ſhall be under the age of 21. years, and untill ſome heir of the ſaid V. ſhall have accompliſhed the full age 21. years, to the uſe of the ſaid A.L.G. and the Survivors and Survivour of them, and the executors and adminiſtrators of the Survivor of them, upon truſt; & to the intent and purpoſe that the ſaid A.L.G. &c. and the Survivors and Survivor of them, and the executors and adminiſtrators of the Survivor of them, ſhall take, receive, levy, poſſeſs, uſe and enjoy the Rents, iſſues, profits, revenews, commodities and emoluments of all and ſingular the ſaid Lordſhips, Mannors, Lands, Tenements and Hereditaments, and other the premiſſes, with the appurtenances, and the ſame employ during ſuch minority or minorities, as is aforeſaid, for and towards the performance, payment and ſatisfaction of all the legacies and bequeſts of money, annuities for years, and debts of the ſaid V. to be mentioned in the teſtament and laſt will of the ſaid V. according to the tenor, purport and true meaning of the ſaid V. in his ſaid Teſtament and laſt will to be declared, & to the uſe and intent that the ſaid feoffees, and the Survivor and Survivors of them and their heirs, ſhall with the profits, Revenues, commodities iſſues and emoluments, coming, growing and ariſing of and in all and ſingular the ſaid Lordſhips, Mannors, Lands, Tenements and Hereditaments, beſtow, diſburſe and expend from time to time the competent and neceſſary charges in the law and otherwiſe for the defence and maintenance of the poſſeſſion and title of all and ſingular the premiſſes, and every or any part thereof, and for the reparation a nddefence of the buildings, edifices,

houſes and Sea-walls in and upon the premiſſes or any part thereof from time to time neceſſary, meet and convenient to be diſburſed, and expended, untill ſuch time as the ſaid Legacies, debts and bequeſts of the ſaid V. to be mentioned in his Teſtament, ſhall be performed, and untill ſome heir of the ſaid V. ſhall have accompliſhed the full age of 21. years, and after ſatisfaction of the ſaid legacies, debts and annuities, and for the Surpluſage that ſhall ſurmount the ſame debts, legacies and annuities, and other the charges aforeſaid ſatisfied, to the uſe and intent, that the ſaid A.L G.&c. ſhall imploy & ſuffer the premiſſes and ſurpluſage thereof, to go, remain and come to the uſe, profit and benefit of the heirs of the ſaid V. And after the heirs of the ſaid V. ſhall accompliſh the full age of &c. That then the ſaid A.L.G &c. and their heirs, ſhall ſtand and be ſeized of and in all and ſingular the ſaid Mannors, &c to the uſe of the ſaid R.D. and the heirs males of his body lawfully begotten, and for default of ſuch heirs males of the body of the ſaid R D. lawfully begotten, to the uſe and behoof of the ſaid W.D. ſecond Sonn of the ſaid V. and the heirs males of his body lawfully begotten, and for default of ſuch heirs males of the body of the ſaid W.D. lawfully begotten and to be begotten to the uſe & behoof of the heirs males of the body of the ſaid V. lawfully begotten, & for default of ſuch heir to the uſe of the heirs of the body of the ſaid V. and for default of ſuch iſſue to the uſe of the right heir of the ſaid R. for ever.

Provided alwayes, and it is the true meaning, uſe and intent of theſe preſents, That if the ſaid N. at any time hereafter during his life-time, ſhall demiſe, grant or leaſe the ſaid Mannors, Lands, Tenements, and hereditaments aforeſaid, and other the premiſſes by theſe preſents granted or aſſured or any

part

part or pareel thereof, by his deed indented under his seal, and with subscription of his name with his own proper hand, for term of any year or years life or lives, That then and immediatly from and after every such lease, demise or grant, or such leases, demises or grants, so to be made by the said V. the said A.L. G. &c. and their heirs, shall stand and be seized of and in the said Mannors, &c. so to be leased or granted, To the use and behoof of the same Lessees or Grantees, and every of them, and of their several executors, administrators and assigns during the terms and space mentioned in the said several leases, grants and demises, so to be made, according to the tenor form and effect of the same lease, grant or demise, leases, grants or demises, so that the yearly rent or rents mentioned or reserved by the said V. in such lease, demise or grant, leases, demises or grants, be yearly paid to the said V. during his natural life, and after his decease to such person or persons, as by the purport and true meaning of these presents, ought to have the Reversion or Remainder, Reversions or Remainders of the Lands, Tenements or Hereditaments so to be leased or granted, within the space of 20. daies next after reasonable request to be made for the payment thereof: And so that the same lessees or grantees their executors, administrators and assigns, do well and truly perform the conditions to be comprized in the Indenture or Indentures of their said severall demises or grants, according to the effect and true meaning of the same Indenture or Indentures.

And that the said A.L.G. &c. shall stand and be seized of the Reversion and Remainder, the Reversions and Remainders of the Mannnors, Lands, Tenements and Hereditaments so to be leased or granted, and after the Determination, thereof, Then

alſo of the ſame Mannors, Lands, Tenements or Hereditaments, ſo to be leaſed or granted, to ſuch uſes and intents as they the ſaid L.G. &c. ſhould have ſtood or been thereof ſeized, by the purport and true meaning of theſe preſents, if any ſuch leaſe or grant had been thereof made; and that of and for ſuch eſtate and eſtates, in ſuch order and degree, with the ſame remainders and in ſuch manner and form, to all intents and purpoſes as they ſhould have ſtood or been thereof ſeized by the purport and true meaning of theſe preſents, if no ſuch leaſe or grant had been thereof had or made (here followeth a letter of Autturney for livery of ſeizin to the Feoffees, &c.) and then a proviſo, That if the ſaid V. by his writing ſigned and ſealed in the preſence of 3. witneſſes, ſhall repeal, fruſtrate & determin, or declare to be determined, all or any the uſes aforeſaid, of or for the premiſſes, or any part thereof, That then and from thenceforth the ſaid uſes ſo to be determined or declared to be repealed, for all ſuch lands and the uſes thereof, ſo to be declared, determined, ſhall be void and of none effect, and that then the Feoffees ſhall thereof ſtand ſeized to the uſe & behalf of the ſaid V. & his heirs; Then followeth a Covenant on the ſaid V. S. part, that if the eſtate of the premiſſes be not effectually conveyed him by force of from this grant to the ſaid Feoffees, to the uſes before ſpecified, on this ſide the laſt day of, &c. next coming, that then and from thenceforth the ſaid V. & his heirs, and all others to be ſeized of the premiſſes, ſo not ſufficiently conveyed ſhall be thereof ſeized to the uſes above ſpecified, and to ſuch uſes, & with ſuch remainders as the ſaid Feoffees or the Survivor of them ſhould have ſtood ſeized thereof, by the purport of theſe preſents, in caſe the eſtate thereof had been perfectly aſſured unto them or any of them

them according to the true meaning of these presents: In witnesse whereof as well the said V. as the Feoffees, have put, &c.

Memorandum *of the Seisin executed with the Tenants of one of the said Mannors Attornment.*

Memorandum, that the sixteenth day of, &c. Livery of Seisin was delivered and given by W.W. one of the Attorneys mentioned in the Indenture hereunto annexed, of, in and upon the lands of the Farm of O. parcel of the mannor of T. mentioned in the said Indenture, and also of, in and upon the manor-house and demesn lands of T. by the assent of I. P. Lessee for years of the same (saving his term) and also of, in and upon the Coppice-woods called T. P. to R.B. one of the Feoffees, contained in the said Indenture, according to the tenour, purport and intent mentioned in the said Indenture, and for and in the name of the said mannors of T. and all other the lands, tenements and hereditaments mentioned in the said Indenture, situate and being within the said C. and in the name and behalf of all the Feoffees mentioned in the said Indenture; And the Tenants of the said Mannor, whose names are immediately under-written, at the same execution, hearing the Indenture read, did attorn and fully assent to the same, according to the tenor, purport, intent and uses in the same Indenture mentioned.

An Indenture for the equal diviſion of Goods, where there are four Adminiſtrators together, they bearing and allowing one with another equal parts of charges in Law in getting in the ſame, and like parts of all recovered againſt them.

THis Indenture quadripartite made between I.C. of, &c. on the firſt part; W.C. of &c. of the ſecond part, &c. Whereas the ſaid I.C. and A. his wife, W.C. and A. his wife, H.H. and H. his wife, and N.C. and E. his wife, in the right of the ſame their wives, together with I.H. brother of their ſaid wives, have had and taken upon them the Adminiſtration of the goods and chattels of C.W. widow, deceaſed, late the wife of I.W. late of L. Dyer, deceaſed, and whereas alſo ſo much of the goods chattels and debts which were of the ſaid C. as are already come to their hands, are divided into five equal parts, whereof every of the ſaid I.C. W.C. H.H. and N.C. in the right of their ſaid wives, and alſo the ſaid I.H. have ſeverally had and taken their ſeveral parts of the ſame, and now are thereof ſeverally poſſeſſed.

Now this Indenture witneſſeth, that it is covenanted, granted and agreed between the ſaid parties; And the ſaid I. W. H. and N. for themſelves and their ſaid wives, and for their Executors and Adminiſtrators, and for the Executors and Adminiſtrators of every of them, do ſeverally covenant, grant and agree every of them with the other by theſe Indentures in manner and form following, (*viz.*) That all the reſidue of the goods, chattels and debts which were of the ſaid C. in poſſeſſion or in right, which at any time or times hereafter ſhall come to the hands of any of the ſaid parties, or of the Executors or Adminiſtrators of any of them, ſhall be divided and parted into 5. equal parts

as

aforesaid, from time to time, as the same shall happen to come to the hands of any of them, whereof the said I.H. to have one part of the said five parts, and that then the other four parts thereof shall from time to time be equally divided betwixt the said I.W. H. and N. and their several Executors and Administrators, without benefit of Survivorship by any means to grow to such of the said parties or their wives as shall fortune to Survive.

And it is further covenanted betwixt the said parties in form aforesaid severally, that if any Action or Sute be now depending, or hereafter shall be commenced against the said Administrators of the said I.W. or any of them, for any thing wherewith they shall be chargeable in the Law, by reason of the said Administration by them taken as aforesaid, That then in every such case, the said I.W. H. and N. their Executors and Administrators, and every of them severally for his own part, upon notice and request made and given by any one of them to the other, or by any of their Executors or Administrators, shall bear and pay one equal fourth part of all charges and expences to be laid out in the defence of any such Sute, and one like fourth part in execution, and to the satisfaction of any Judgment and Recovery which shall happen to be given or had against them or any of them in any such Sute or Action as aforesaid.

And that they the said I.W. H. and N. and their said wives, their Executors or Administrators, and the Executors or Administrators of every of them severally for their own part upon like reasonable request, shall and will do, knowledg and suffer in the Law towards the other of them all and every thing and things which from time to time shall be requisite or needfull to accomplish and perform their accord, Covenants and Agreements made amongst them by

these

theſe preſents, according to the purport and true meaning of the ſame.

And moreover, that they the ſaid parties, their Executors and Adminiſtrators, and every of them, upon like requeſt as aforeſaid, ſhall notifie, expreſſe and truly declare from time to time to the other, all ſuch goods, chattels and debts whatſoever which were of the ſaid C. and which they ſhall know and underſtand to be in any place or cuſtody, and not parted, diſtributed, ſevered and divided according to the tenure and effect of theſe preſents, To the intent every of them may have his or their equal parts thereof, according to the tenour of theſe preſents, without fraud or coven.

And that for recovery of any debts, goods, and chattels, which were of the ſaid O. to be had and recovered to and for the uſe of the ſaid parties, their Executors and Adminiſtrators, and of the ſaid I.H. and in manner and form aforeſaid, They and every of them ſhall for their equal four parts bear and ſuſtain one equal fourth part of all coſts and charges in and about all and every the ſaid Recovery and Recoveries, to be born and ſuſtained from time to time as ſhall be needfull and reaſonable.

And it is further covenanted, granted and agreed betwixt the ſaid parties, the ſaid parties and every of them do alſo for them, their Executors and Adminiſtrators ſeverally covenant and grant to and with the other by theſe preſents, that if it fortune the ſaid I.H. do dy inteſtate, by reaſon whereof any of the goods, chattels, money, plate or jewels of the ſaid I. ſhall grow or come by reaſon of Law unto the ſaid parties, or their wives, or any of them, that then the Survivor or Survivors of the ſaid parties, or their ſaid wives, their Executors or Adminiſtrators, to whom any ſuch the goods, chattels, money, plate or jew-

ils shall fortune to grow or come, shall divide the ame into four equal and several parts, and shall re- un to his or their use one part thereof, and the other hree parts shall be severally delivered unto the other hree parties to these Indentures, to their several Executors or Administrators equally, within two oneths after they shall fortune to have or come by he possession of any such goods, chattels, plate, jewels, oney, &c. In witnesse, &c.

A Defeazance upon a Statute excellently well penn'd; it being for the payment of two thousand pound at the end of six moneths, and of 200.l. *per annum during life.*

THis Indenture made the, &c. day of, &c. in the, &c. of our Lord God, &c. Between B. l. of *London* widow, of the one part, and W. l. of *London* aforesaid Esquire, Son unto the said B. of the other part, Whereas the said W.P. hath ately sold and conveyed the Manner of L. in the County of W. and divers lands thereunto belonging, unto Sir W.P. Knight, and the said B.P. hath joyned with him the said W.L. in a fine thereof levyed, part of which said mannor and lands of the value of 200.l. *per annum*, were heretofore settled nd assured upon her the said B. for her life, for her joynture, by W.P. Esquire, deceased, her late husband; And whereas the said W.P. is indebted to the said B. the sum of two thousand pounds of lawfull money of *England*, which hath remained in his hands for some years last pasts, and by agreements between them, the said W.P. hath hitherto paid the summ of 200.l. *per annum*, as interest or consideration for forbearance of the said money, and is still to pay the like summ so long as the 2000.l. shall remain in his

his hand. And whereas also the said W.P. by one Recognizance or writing obligatory of the nature of a Statute of the Staple, bearing date the first day of this instant moneth of *April*, taken & acknowledged before Sir I B. Knight, Lord Chief Justice of the Court of Kings Bench at *Westminster*, according to the form of the Statute in that case made and provided for the Recovery of Debts, standeth bound unto the said B P. in five thousand pounds of lawful money of England, payable as by the said recited Recognizance or writing obligatory more plainly may appear; Now this Indenture witneseth that the said B.P. is contented and pleased, and doth for her self, her executors and administrators, covenant, promise, and grant and agree to and with the said W.P. his heirs, executors, administrators and assigns, and to and with every of them by these presents, That if the said W.P. his Heirs, Executors, administrators or Assigns, or any of them, do pay or cause to be paid to the said B.P. or her assigns, the sum of 200.l. of lawfull money of *England* yearly, for and during the natural life of her the said B. at two usual feasts or terms in the year, that is to say, the feast of St. *Michael* the arch-angel, and the *Annuntiation* of the blessed Virgin *Mary*, by even and equal portions, or within one and twenty daies next after either of the said feasts, the first payment therof to begin at the Feast of, &c, now next ensuing or within 21. daies next after the said Feast; And likewise if the said W.P. his heirs, executors or administrators, or any of them, do and shall well and truly pay or cause to be paid to the said B.P. her executors, administrators or assigns the sum of two thousand pounds of lawfull money of *England*, within six moneths next after notice or warning given to that purpose to the said W.P. his heirs, executors,

cutors or Administrators by any writing to be subscribed and sealed by the said B.P. her Executors or Administrators in the presence of two credible witnesses, or more, and shall in the mean time untill the payment of the said 200.l. pay or cause to be paid unto the said B. her Executors, Administrators or Assignes, after the rate of 100.l. *per annum*, according to the agreement aforesaid, the same to be paid by 50.l. every half year, and the first payment thereof to be made on the Feast-day of, &c. or within one and twenty days next after the said Feast now next ensuing the date thereof; That then the said recited Recognizance or Writing obligatory shall be void and of none effect, or else the said W.P. for him, his Heirs, Executors and Administrators, covenanteth, willeth and granteth by these presents, that the said Recognizance or Writing obligatory shall stand and remain in full force and virtue.

A Release made to a Sheriff for discharging of a Prisoner.

KNow all men by these presents, that I G.R. of S. in the C. of D. Victualler, have remised, released and quit-claimed, and by these presents do remise, release and quit-claim unto Sir W.S. Knight, now Sheriff of the said County of D. all and all manner of Actions, Sutes, Troubles and Incumbrances whatsoever, which I may, might or ought to have against him, for or concerning the discharging or setting at liberty of E.N. of S. in the said County Widow, being arrested and imprisoned upon a *Capias ad satisfaciendum* out of the Court of Common-Pleas at *Westminster* for 60.l. debt, and 50.s. and 4.d. costs at my Sute returnable *à die Paschæ in unum mensem* last past. In witnesse whereof I have hereunto

unto ſet my hand and ſeal the 21. day of *May*, Anno Dom. 1627.

An Aſſignment of a Statute, by an Executor, to two of the Creditors of the Teſtator, in lieu and ſatisfaction of their Debts of the ſame value, ſingularly well drawn.

THis Indenture made, &c. between I.C. of the Inner-Temple *London*, Eſquire, Son and Adminiſtrator of the goods and chattels of W.C. late Citizen and Scrivener of *London* deceaſed, of the one part, and M W. of *London* Widow, and H.I. of *London* Gentleman, of the other part. Whereas the ſaid W.C. at the time of his death, ſtood indebted unto the ſaid M.W. in the ſumm of 100.l. principal debt, and to the ſaid H.I. in the ſumm of 200.l. principal debt, beſides intereſt of the ſaid debts; And whereas Sir T.P. of N. in the Co. of D. Knight, in and by one Recognizance or Statute, in the nature of a Statute ſtaple, bearing date the twentieth day of *July*, in the nineth year of the reign of the late King *Charls*, and made according to the Statute made and proceed for recovery of debts, taken and knowledged before Sir R.H. Knight, then Lord Chief Juſtice of his Majeſties Court of Common-pleas at *Weſtminſter*, is and ſtanderh bound unto the ſaid W.C. in the ſumm of ſix hundred pounds of lawfull money of *England*, payable at the Feaſt of Saint *James* the Apoſtle then next enſuing, as by the ſaid Statute more at large appeareth. Now this Indenture witneſſeth, that the ſaid I.C. for and towards the payment and ſatisfacton of the ſaid debts, due unto the ſaid M.W. and H.I. hath given, granted, aſſigned and ſet over unto the ſaid M. W. and

and H.I. their executors, administrators and assigns, the said Recognizance or statute, and all his right and interest therein, and all actions, extents and executions to be had or prosecuted upon the same in as large and ample manner and form as he the said I.C. hath or at any time hereafter may or might have, by force of the said Statute. And further the said I.C. doth by these presents constitute, authorize and make the said M.W. and H.I. his true and irrevocable lawfull Atturney and Atturneys, jointly and severally to sue and prosecute all manner of actions, sutes, demands and executions, in and upon the said Statute or recognizance in the name of the said I.C. his executors or administrators, and to receive and recover the said sum of 600.l. in the said Statute mentioned, and all other summe and summes of money, benefit and advantage, which shall or may lawfully be had or gotten upon the said Statute or recognizance, authorizing them and every of them by these presents to retain all such Counsellors and Atturneys, for the executing of the said sutes, extents and executions, as shall be required for the following & furthering of the same, and to do and execute all and every other lawfull act and acts whatsoever, which shall be meet and expedient in and about the premisses; and the said I. C. doth for himself, his Executors and Administrators, covenant, Promise and grant, to and with the said M.W. and H.I. that he the said I. C. his Executors and administrators, shall and will permit, suffer, allow, justifie and maintain, all such lawfull actions, sutes, extents and executions as the said M.W. and H.I. or any of them, their Executors or Assigns shall and will sue or prosecute, for the levying, taking and receiving of the said sum of 600.l. contained in the said Statute,

in

in the name of the ſaid I.C. his Executors or Adminiſtrators, and that all ſumm and ſumms of money, Recoveries and Executions to be had and obtained upon the ſame by any Sute, Action or Execution, or otherwiſe, ſhall be to the onely uſe of the ſaid M.W. and H.I. to be divided betwixt them proportionably according to their ſeveral Debts, in as large and ample manner and form as the ſaid I C. might have had the ſame, and that the ſaid I.C. hath not, nor he, his Executors or Adminiſtrators ſhall not at any time hereafter releaſe or diſcharge the ſaid Debt contained in the ſaid Statute, nor any Action, Extent or Execution to be had upon the ſame, nor do any act or acts in prejudice of the ſame: And further, that he the ſaid I.C. his Executors and Adminiſtrators ſhall at any time during the ſpace of two years next after ſuch time as the ſaid Statute ſhall be executed by way of Extent, make or cauſe to be made to the ſaid M.W. and H.I. their Executors, Adminiſtrators and Aſſignes, to the onely uſe and behoof of them the ſaid M.W. and H.I. as aforeſaid, upon reaſonable requeſt, and at the coſts and charges in the Law of them the ſaid M.W. and H.I. their Executors, Adminiſtrators or Aſſignes, all ſuch reaſonable Aſſurance and Conveyance of the Land which ſhall be extended and put in execution upon the ſaid Statute, as ſhall be reaſonably deviſed by the ſaid M.W. and H.I. or either of them, their Executors, Adminiſtrators or Aſſignes, or their or any of their Councel learned in the Law, diſcharged of all incumbrances done by the ſaid I.C. his Executors or Adminiſtrators. In witneſſe, &c.

PRE-

PRESIDENTS FOR Bills, Answers, Replications, Demurrers, Rejoynders, &c. in Chancery.

A Bill to be relieved against Bonds, being but a Surety and for obtaining an Injunction.

To the Right Honourable the Lords Commissioners of the Great Seal of England.

IN all humblenesse complaining, sheweth unto your good Lordships your daily Orator I.S. &c. That whereas about a year now last past, your said Orator having but lately before attained to his full age of 21. years, and being in possibility of good means from his father was inveigled and drawn in by one I.H. of L. Goldsmith, and one G.B. whom the said H. used for his instrument therein, and did at their solicitations and perswasions, and upon their promises to supply your Orator with money for his then present occasions, enter into and became bound together with the said B, and one I I. then a stranger to your Orator, unto the said I H. in or by two several bonds or obligations, the one of them bearing date, in or about, &c. be-

ing of the penalty of 20 l. with condition for the payment of 100 l. or thereabouts, at six moneths then following, or some other time in the said condition mentioned, now long since past and the other of the said bonds bearing date, &c. At the time of entering into which said bonds your Orator was confidently told and promised, as well by the said G B as by the said I.H. that he your said Orator should have for his own use, all or the greatest part of the money mentioned in the several conditions thereof, and that he should not be compelled to repay unto the said I.H. any more money, but only so much as he should receive upon the security of the said bonds, and the interest thereof, after the rate allowable by the Statute, and that he should not be troubled with any payment, until he well were enabled by his Fathers means to discharge it, which moved your Orator the more willingly to enter into the said bonds, he presuming that he should have had his want of ready money supplyed thereby; but after your Orator had entred into, sealed & deliver'd the said bonds, he could not get nor did receive of, or from the said I.H. the Obligee or any other any money at all or other thing whatsoever, nor was, there any money at all or other thing of any value disbursed, paid or delivered by the said I.H. upon, for or in respect of the said bonds so entered into, or either of them, but if any money or commodities were disbursed or delivered for or upon the said bonds, then was it of small value, and that received onely by the said G.B. who either converted the same unto and for his own private use, or else paid it back and restored it to the said I.H. of whatsoever it were, howsoever disposed of, yet had not your Orator ever any penny or part thereof, and therof your Orator

presumed

presumed he should not have been any way troubled, sued or molested, upon or by reason of the said bonds or either of them, he having not received the money or any part thereof, for which the same were intended, nor any consideration at all, for or in respect of such his entering into the said bonds, but was greatly disappointed for want thereof, to his no small hindrance, as was and is well known both to the said I.H. and G.B. whom after the entering into the said bonds, your Orator often solicited for the money thereupon promised unto him, and they as often delayed him with premises thereof, but to this day your Orator never had nor could get from them or either of them, any money, commodities or other considerations whatsoever, and so was meerly abused by them therein. Yet now so it is, may it please your good Lordships, that the said I.H. and G.B. intending to make a prey of you Orator and having to that end drawn him into the bonds aforesaid, and being combined and confederated to lay upon him, the whole burthen and penalty thereof, have the better to effect & the same so plotted, as that the said G.B. who was and is privy to the whole passage of the business before mentioned, and whom the said H. used as his instrument to draw your Orator into the said bonds, hath lately since the money mentioned in the conditions thereof, become thereby due, absented himself with the privity and by the procurement of the said H. and liveth now in remote and obscure places unknown to your Orator. but well known to the said I H. who while the said B. was here present, never demanded of your Orator any money at all, nor any way questioned him upon the said bonds, or either of them, but now the said G.B. (who could detect his dealing in the premisses) being absent and kept out of

the way, he the ſaid I.H. upon advantage therein, and in purſuance of their plot aforeſaid doth now pretend and give out in ſpeeches, that the ſaid bonds were reall ſecurities, and entred into for juſt debts, and that your Orator and the ſaid B.B. and I.I. or ſome one of them, had of him the ſaid H. money or Commodities of the value of money mentioned in the conditions of the ſaid bonds, which money he pretendeth to be ſtill unſatisfied, and the ſaid bonds thereby forfeited: and thereupon he the ſaid I.H. hath of late areſted your Orator, and commenced or threatneth to commence and proſecute ſeverall ſuits againſt him at the Common law upon the ſaid ſeverall bonds, and ſparing the ſaid G.B (whom he hath purpoſely abſented) bendeth all his force againſt your Orator: and albeit he the ſaid I.I. hath received ſatisfaction of and from him the ſaid B.B. & I.I. & of & from ſome others to their uſe or in their behalf, of and for all the money and Commodities, if any were lent and delivered by him upon the ſaid bond, and knoweth wel that your Orator had never any part of ſuch money or commodity, nor any conſideration at all for or in reſpect of his entring into the ſaid bonds, but was meerly drawn thereunto upon the promiſes aforeſaid, which were never performed unto him; yet he the ſaid I.H. continueth ſtill his ſuit and threatnings of ſuit againſt your Orator, at the common Law upon the ſaid bonds, with intent to recover of him the whole penalties thereof: and the ſaid B.B. giveth way and furtherance thereunto, and will take no courſe to free and diſcharge your Orator thereof; nor will the ſaid I.H. ſeek for ſatisfaction as he ought, (if any be due unto him at the hand of the ſaid B.B.) nor diſcover where the ſaid B.B. is but both of them by a joint confederacy

cy between them, intend to lay upon your Orator the whole burden and penalties of both the ſaid bonds; and then to ſhare and divide the ſame between them, contrary to all right and rules of equity, and to his your ſaid Orators apparent wrong and inſupportable hindrance, unleſſe he may finde redreſſe for the ſame before your Lordſhips in the juſtice and equity of this honourable Court. In tender conſideration whereof, and of all the aforeſaid premiſſes, and for that your Orator is void of all remedy by the courſe of the common Laws of this land, to relieve himſelf in the ſaid premiſſes, and cannot there plead the matter of equity before alledged, nor any other ſufficient plea in barre, or be diſcharged of the ſaid bonds and of the ſuits there commenced and threatened againſt him thereupon, nor can thereby compell the ſaid B.B. to take any courſe for your Orators diſcharge of the ſaid bonds, or there inforce him and the ſaid I.H. to perform and make good unto your Orator their promiſes aforeſaid, for that your Orator hath no ſuch preciſe proof of the ſaid premiſſes by witneſſes now living and extant, as the common Law in ſuch caſes requireth; but your ſaid Orator is for all thoſe matters before your Lordſhips in courſe of equity properly to be relieved, where he hopeth the ſaid I.H. and B.B. will upon their oaths, if they may be thereunto called, confeſſe their ſaid promiſes, and the premiſſes to be true in ſuch ſort as aforeſaid; or if they ſhall deny the ſame, that yet your Orator ſhall be able to make ſuch proof thereof by circumſtances as may in equity move your Lordſhips to relieve him therein: Therefore & to the end the ſaid I.H. & B.B. may upon their oaths declare and ſet down what, and how much money or commodities, and what ſorts, and value the

ſaid I.H. diſburſed, lent or delivered upon the ſecurity of the bonds aforeſaid, and when and to whom, and whether he had the ſame or any part, and what part thereof back again, and what other ſatisfaction he the ſaid I.H. hath received for or towards the ſaid bonds, or the money mentioned in the conditions thereof, and for whom, and to the end that the ſaid I.H. and G.B. may be ordered to diſcharge your Orator of and from the ſaid bonds, and that all ſutes at the Common-Law thereupon againſt your Orator may be ſtayed, that the matters concerning the ſame may be here determined in and by this honorable Court, according to equity: May it pleaſe your good Lordſhips, the premiſſes conſidered, as well to grant unto your ſaid Orator proceſſe of Injunction be to directed to the ſaid I.H. commanding and enjoyning him, his Councellors, Atturney or Agents and Solicitors thereby to ſurceaſe and ſtay all Sutes and further proceedings at the Common-Law againſt your Orator upon the bonds aforeſaid, or either of them, untill the matters of equity concerning the ſame be heard and determined in and by this this honorable Court; As alſo to grant unto your Orator proceſſe of *Sub-pœna*, &c.

A Bill of Revivor.

HUmbly complaining, &c. R.W. of, &c. brother and heirs of W.W. late of W. &c. That whereas the ſaid W.W. in his life-time, *viz.* in *Eaſter*-Term, in the fourth year, &c. exhibited his Bill of Complaint in this high and honorable Court of Chancery before your Lordſhips, the tenor whereof followeth in theſe words. To the Right Honourable, &c. (recite the whole bill *verbatim*) And the ſaid W.C. being accordingly ſerved with proceſſe of *Sub-pœna*, iſſuing out of this Court, appeared in the ſaid term, &c. and upon his

his corporal Oath then and there made his answer to the said bill of complaint, which answer remaineth upon record in the Honorable Court, whereunto your Orator concerning the particular matters and circumstances therein contained, prayeth, that he may refer himself for more certainty, *(and then in brief, shew all the further proceedings in particular)* since which time, may it please your good Lordships, that the said W.W. died, whereby the said bill, processe and whole proceedings thereupon are abated, and yet nevertheless the whole right, title and interest of him the said W.W. in all the said Messuages and Lands by his death are lawfully descended and come to your Orator, as brother and next heir unto the said W.W. so that your Orator in equity ought to have such remedy, benefit and advantage against him the said W.C. for all the said Lands, &c. as the said W.W. might have had at any time in his life-time: May it therefore please your good Lordships, the premisses considered, that the said bill, answer, replication, depositions, orders, and certificates, and the whole processe and proceedings upon all and every of them, may be revived and stand in such state for your Orator against the said W.C. and his heirs, to all intents and purposes as the same were for the said W.W. at the time of the death of him the said W.W. and that your Orator may thereupon have such and as great benefit and advantage against him the said W.C. as your Orators said brother W.W. might have had at the time of his death; and likewise that it may please your good Lordships, to grant unto your Orator processe of *Sub-pœna*, &c.

The beginning and concluſion of a ſingle Anſwer.

THe ſaid Defendant ſaving and reſerving to himſelf now and at all times hereafter, all benefit of exception unto the incertainties, inſufficiencies and imperfections in the ſaid bill of complaint contained, for a full, plain, perfect and direct anſwer unto all and every the matters, allegations and things which are in the ſaid bill of complaint contained in any ſort or wiſe material or effectual in the Law for this Defendant to anſwer unto, ſaith, &c.

The concluſion.

Without that, that any other matter or thing in the ſaid bill of Complaint contained, material to charge this Defendant withall, or effectual by him to be anſwered unto, and not hereby ſufficiently anſwered unto, confeſſed or avoided, traverſed or denied, is true in ſuch ſort, manner and form as herein before is expreſſed: All which this Defendant doth and will be ready to aver, maintain and prove, as this Honorable Court ſhall award; and humbly prayeth to be hence diſmiſſed with his reaſonable coſts and charges in this behalf wrongfully ſuſtained.

A *Plea and Demurrer.*

THe ſaid Defendant by proteſtation, not confeſſing or acknowledging any matter or thing in the ſaid bill of Complaint contained, laid to the charge of this Defendant, to be true in ſuch manner and form as is therein ſet forth: Saith, that the ſaid bill doth contain therein againſt this Defendant (as he is by his counſel adviſed) many apparent imperfections, incertainties and inſufficiencies, ſuch

as

as do afford unto him juſt cauſe and matter of exception, to plead in bar, of the plaintiffs further proceedings againſt him in this honourable Court, thereupon the benefit and advantage of exception, whereof this Defendant apprehending accordingly ſaith, firſt for anſwer to ſo much of the ſaid bill as is material to charge him withall, That he believeth it to be true, &c. (Anſwer what is neceſſary to be anſwered to the Plaintiffs bill.) And as unto the accompt which the Plaintiff by his ſaid bill demandeth of this Defendant, and to all other the matters of the ſaid bill not before hereby anſwered unto, he this Defendant for and by way of Demurrer thereunto ſaith, &c. And for all theſe matters, cauſes and reaſons before alleadged, and for divers other apparent uncertainties and inſufficiencies in the ſaid bill, doth under favour of this honorable Court demur in law unto and upon all thoſe points of the ſaid bill not before anſwered unto, and demandeth judgment of this honorable Court, whether the premiſſes ſtanding in ſtate as is before alleadged, he this Defendant ſhall be compelled to make any other or further anſwer thereunto; and whether the Plaintiff ſhall be admitted to any relief, examination of witneſſes, or further proceedings againſt this Defendant in this honorable Court thereupon, whoſe judgment therein this Defendant humbly expecteth, and moſt humbly prayeth to be diſmiſſed, &c.

A Cer-

A Certificate for a Forma Pauperis *in Chancery.*

To the Right Honourable, the Lords Commissioners for the Great Seal of England.

MAy it please your Honours, to be advertised by us, whose names are here under written, That to our knowledg A.C. of, &c. is a very poor woman, and not worth 5.l. and there being Sute in Chancery lately commenced againſt her by one R.B. the ſame beſides her trouble is like to bring upon her great expence, and unleſſe the ſame may be prevented by your Lordſhips favour by admitting of her *in Forma Pauperis*, the defence of ſuch Sute, otherwiſe is like to tend to her undoing. The conſideration of all which we humbly leave to your Lordſhips further conſideration, and do reſt

At your Honours or Lordſhips commands.

An Affidavit for the ſame.

I S. of, &c. maketh Oath that he verily believeth that A.C. of, &c. is not worth 5.l. of her own proper goods (her debts being paid) and ſhe is very lame, and by reaſon of her infirmity not well able to travel to *London* about ſuch Sute as is proſecuted againſt her by one R.C.

Jurat. 20. *die M.*
I.M.

The Petition on the ſame.

To the Right Honorable, &c.

The humble Petition of A.C. *of, &c. widow defendant to the bill of complaint of* R.B. *complainant,*

SHeweth, That your Petitioner is a very poor woman and not worth 5.l. as may appear by the Certificate hereunto annexed of ſundry perſons of quality, to whom her poverty is well known; and there being this laſt Term a long bill exhibited by the Plaintiff in Chancery againſt her for and concerning, &c. and other things of like nature, ſhe in reſpect of her poor eſtate ſhall not be able to anſwer or defend that Suite, unleſſe your Lordſhips be pleaſed to admit her *in Forma Pauperis*, to be ſued and ſue concerning the ſame.

Wherefore your Petitioner doth humbly deſire, that your Lordſhips in conſideration of her poverty (ſhe being not able to travel) would be pleaſed in that behalf to admit her *in Forma Pauperis*, and to aſſign Maſter G. and Maſter T. to be of her Councel, and Maſter M. to be her Atturney, and ſhe ſhall ever pray, &c.

Anſw. Upon the Certificate and Affidavit of Poverty annexed, let the Petitioner be admitted to ſue and be ſued *in Forma Pauperis*, as is deſired.

T.G. &c.

The form of the title of a ſecond anſwer to be made upon a Report, &c.

THe further Anſwer of A B. one of the Defendants to the bill of Complaint of C.D. Complainant,

nant according to the report of E.F. one of the Masters of this Court made the 17. day of J. and of an order of this Court of the 8. of this instant moneth of A. 1644.

The said Defendant in obedience of the said order, and for further satisfaction of this honorable Court saith, &c.

All which matters and things he this Defendant is and will be ready to aver and prove as this honorable Court shall award, and prayeth as in his former,

The form of Rejoinder.

THe said Defendant saving to himself now and at all times hereafter all and every the advantages of exception to the incertainties and insufficiencies of the said Replication, for Rejoinder saith; That he will aver and prove that his said answer by him put into this honorable Court, to the bill of the Plaintiffs is very true, certain and sufficient in the law, and that all and every the matters, articles and things therein contained are true in such sort, manner and form, as in and by this Defendants said answer they are truly set forth and declared; without that, that any other matter or thing material or effectual in the law to be rejoyned unto in the said Replication contained, and herein not well and sufficiently confessed or avoided, traversed or denyed, is true; All which matters and things this Defendant doth and will aver and prove, as this honorable Court shall award; and therefore prayeth, as in and by his said answer he hath already prayed.

An-

Another Petition for admittance in Forma Pauperis.

HUmbly ſheweth, that D.Q. I.S. and others have much wronged and oppreſſed your Petitioner, to his utter undoing, as may appear by ſeveral writings extant to be ſhewn, and becauſe his adverſaries are rich and powerfull, and your Petitioner poor and diſtreſſed, he is unable to contend in Law for his relief.

Now for that your Petitioner is not worth five pounds in all the world (his Debts paid) he moſt humbly beſeecheth your Lordſhips to admit him *in Forma Pauperis*, in this honorable Court againſt the ſaid parties and others, appointing him ſuch for his Councel, and ſuch for his Atturney as your Lordſhips ſhall think meet, and your Petitioner ſhall pray, &c.

A Warrant upon a Reference to a Maſter.

30. *Junii.*
1633. *Inter W.O. quer. & R.G. defend.*

BY virtue of an Order of the 30. of M. laſt paſt, I have appointed to conſider of the matter to me referred on T. next at four of the clock in the afternoon, at my Chamber in, &c. whereof let the ſaid Plaintiff, his Clerk or Solicitor have notice to the end they may then and there attend, and with Councel if they pleaſe.

L.G.

An

An Affidavit for ſerving a Sub pœna. *Inter I.G. Quer. & R.W. Defend.*

I.G. of S. in the County of, &c. maketh oath, that on, &c. of this preſent *February*, he perſonally ſerved a *Sub pœna* out of the honourable Court of Chancery under Seal on R.W. of, &c. by delivering that (or the Label or body, &c.) at his houſe unto the wife of the ſaid R.W. by which *Sub-pœna* he was to appear at the Sute of I.L. of, &c. and was returnable the firſt of this preſent moneth of, &c.

Jurat. 6. die Febr. 1633.
I.P.

A Replication.

The Replication of T.E. *Plaintiff to the Anſwer of* G.C. *Defendant.*

THe ſaid Repliant, ſaving unto himſelf now and at all times hereafter, all and every the advantages and exceptions to the incertainty and inſufficiency of the ſaid Anſwer, for Replication thereunto ſaith, That he will aver and prove, that his ſaid bill by him exhibited againſt the Defendant into this honorable Court, is true, certain and ſufficient in the Law to be anſwered unto, and that all and every the matters, articles and things therein contained are true in ſuch manner and form, as in and by the ſaid bill is ſet forth, and that the anſwer of the defendant is uncertain and untrue, and inſufficient to be replyed unto, without that, that any other matter or thing material or effectual in the Law contained in the ſaid anſwer to be replied unto, and herein not

ot replied unto confeſſed and avoided, traverſed or enied is true, all which matters and things, the ſaid laintiff is, and will be ready to aver and prove as his honorable Court ſhall award, and therefore he oth pray, as formerly by his ſaid Bill he hath already rayed.

n Affidavit that the Defendant cannot anſwer without ſight of writings in the Countrey.

Inter { *R.G. Quer. & W.O. & al. Defendantes.*

THe ſaid Defendant W.O. maketh Oath that upon peruſal of the Plaintiffs Bill, he findes he cannot ake direct and perfect anſwer to the ſame without he ſight of certain writings, which are in the Coun- of H. about thirty miles diſtant from this Court: nd further depoſeth, that his wife is at this preſent ſick and weak that ſhe is not able to make her per- nal appearance in the Court without danger of her ife.

Jurat. 27. die M. 1633.
I.M.

The form of an Adminiſtrator's accompts.

THe accompt of L.S. of, &c. Adminiſtrator of all and ſingular the goods and chattels of R.S. of, &c. is brother deceaſed, as well of and for ſuch and ſo much of the ſame goods and chattels as came to his hands, as of and for his payments and diſburſments out of the ſame, as followeth, &c.

The ſaid Accomptant chargeth himſelf withall and ſingular the goods and chattels of the ſaid deceaſed, ſpecified in an Inventory thereof made and exhibited into the Regiſtry of the Prerogative Court of

of *Canterbury*, amounting as by the ſame Inventory appeareth to the ſumm of ——— and petitions for allowance, as follows.

Imprimis, the ſaid Accomptant deſireth allowance of the ſeveral charges of the ſaid deceaſed, as followeth, *viz.* &c. amounting one way and other, as this Accomptant hath them in particulars to the ſumm of ———

Item, The ſaid Accomptant deſireth allowance of certain Debts due by the deceaſed at his death, which this Accomptant hath ſince his death paid and diſcharged, that is to pay and diſcharge as followeth, *viz.*

Imprimis, to ſuch a one ———

The leading of an Inventory.

A True Inventory of all and ſingular the goods, chattels and credits of R.S. Gentleman deceaſed, praiſed at L. the day of, &c. by I.T. &c. as followeth,

Imprimis, his purſe and apparel ———
Item, his books ———
Item, the annuity of A.B. ———
Item, the Reverſion of N. cloſe ———
Summ ———
Item, one R. and E. ———
Debts ———
Item, debts owing him ———
Item, deſperate debts ———
Summ ———

An

An answer to a bill to be relieved against 8.l. per centum, for money left in the hands of a purchaser paid for after that rate.

The several answers of I.L. one of the Defendants to the bill of complaint of S.C. Esquire complainant.

THe said defendant, now and at all times hereafter, saving to himself all advantage and benefit of exception to the uncertainties and insufficiencies of the said complainants Bill of complaint, for answer thereunto he saith, True it is, that in *November*, &c. he this defendant together with his brothers, F.R. and W.L. did bargain and sell unto W.C. in the complainants bill named, and so his heirs, the scite of the capital messuage or Farm of C. with the appurtenances in the County of O, in the bill mentioned, with other lands and premisses, for which the said W. did covenant and agree to pay the sum of six thousand pounds, as in the complainants bill is mentioned; one thousand pounds whereof the said W.C. was by agreement to keep in his hands, being part of the purchase money, for the benefit and behoof of B.L. widow, this defendants mother, and for the defendant F.L. this defendants brother, and to such person or persons, and to and for such use and uses as the said F. should nominate and appoint, to the intent that the said B. in consideration of the said one thousand pounds remaining in the hands of the said W.C. should receive fourscore pounds *per annum* in respect of her releasing of her joynture of and in the premisses, which was to be paid every halfe year unto the said B. for and during her naturall life, in case the said F.L. lived who is survivor,

and after her deceaſe the ſaid fourſcore pounds *per annum* to be paid to the ſaid defendant F.L. for and during his naturall life, and to ſuch woman as he ſhould take to wife, in caſe the ſaid F. married and dyed before ſuch a wife, for and during her naturall life, for and in lieu of her joynture with divers other Covenants and conditions contained in an Indenture made the, &c, between the ſaid B.L. and F.L. on the one part, and the ſaid W.C. on the other part, to which this defendant in all thingt refereth himſelf, as therein more at large the ſame doth & may appear. And amongſt the reſt it is covenanted and agreed between the parties to the ſaid Indenture, that after the death of the ſaid F. and of his ſaid wife if he did marry, then the ſaid one thouſand pounds to remain to the iſſue of their two bodies lawfully begotten; and if they have no iſſue then living, then the ſaid one thouſand pounds is to go according to the true intent and meaning of the ſaid laſt recited Indenture: and if the other defendant R.L. this defendants ſecond brother ſhould happen to die, ſurviving the ſaid F. then the ſaid one thouſand Pounds is to remain in the hands of the ſaid F. for ever; and for the better ſecuring of the payment of the ſaid fourſcore pounds *per annum*, and of the ſaid one thouſand pounds, the ſaid W.C. in and by the laſt recited Indenture, did grant, bargain, ſell, enfeoffe and confirme unto the ſaid B. this defendants mother, and to the ſaid F.L. his heirs and aſſigns for ever, all that piece or parcel of paſture-ground lying in C. aforeſaid, commonly called or known by the name of, &c. then in the tenure or occupation of this defendant, to which ſaid Indenture this defendant referreth himſelf, as will more at large appear. And this defendant ſaith, that the ſaid W.C. well knowing that he was there-

thereunto bound by this agreement, during his life-time did juſtly and truly pay the ſaid fourſcore pounds *per annum* unto the ſaid B. this defendants mother, by half yearly payments during her life-time, who dyed about, &c. ſince, and by and after the deceaſe of the ſaid F.L. this defendants brother by the advice and councel of the complainant himſelf, by this deed of aſſignmens with a letter of Attorney bearing date the, &c. did for and in conſideration of the ſumm of eight hundred and threeſcore pounds, part of the ſaid purchaſe-money which the ſaid F.L. did agree to pay unto this defendant, in reſpect this defendant joyned in the ſale of the ſaid Mannor, Lands and premiſſes, and did enter into a bond of four thouſand pounds for payment thereof, and of other moneys to this defendants brother accordingly, did grant and aſſign unto this defendant and his heirs and aſſigns, the ſaid fourſcore pounds *per annum*, during the life of this defendants ſaid brother F. as in and by the ſaid deed of aſſignment,) relation being thereunto had) at large the ſame doth and may appear. And this defendant ſaith, that after the ſaid aſſignment ſo made unto this defendant, the ſaid W.C. did by himſelf and his ſervant, and others on his behalf during all his life time, pay the ſaid fourſcore pounds *per annum* to this defendant: and this defendant is perſwaded, had not the ſaid W.C. well known that the ſaid fourſcore pounds *per annum* was due to have been paid by him; that he would not have paid the ſame to this defendant. And this defendant ſaith, that after the death of the ſaid W.C. I.C. his ſon and heir, or ſome other on his behalf did pay the ſame unto this defendant. And this defendant believeth the complainant hath ſome conveyance of the ſaid premiſſes from the ſaid I.C. but for what conſideration

this defendant knoweth not, and ſaith, that the complainant himſelf ſithence the ſaid purchaſe hath paid the ſame to this defendant; and therefore this defendant conceiveth that he is unjuſtly troubled touching the premiſſes. And this defendant ſaith, that therefore (under favour) this defendant conceiveth, that the ſaid fourſcore pounds *per annum*, and alſo the ſaid one thouſand pounds ſecured by part of the premiſſes bargained and ſold as aforeſaid, it being ſo long before the ſtatute made for reducing intereſt money from eight to ſix in the hundred, and the ſame fourſcore pounds *per an.* being (as this defendant conceives) due as parcel of the contract for the ſaid lands aſſigned over to this defendant for great & valuable conſiderations, the ſame ſhall not now be infringed, broken or repealed for the cauſes in the bill mentioned, or for any cauſes whatſoever, the rather for that this defendant & his brother, upon the conſiderations & conditions aforeſaid did bargain and ſell the ſaid mannor, lands, and premiſſes at an under-value. Without that, that any other matter or thing in the ſaid bill of complaint contained material or effectuall in the law for this defendand to make anſwer unto, & not herein before ſufficiently anſwered unto, confeſſed and avoided, traverſed or denyed, is true in ſuch manner and form as in the ſaid bill is alleadged; and this defendant prayeth to be diſmiſſed out of this honourable Court, with his reaſonable coſts and charge in this behalf moſt wrongfully ſuſtained.

The beginning and concluſion of a bill in Chancery.
To the right honorable the Lords Commiſſioners of the great Seal of England.

SHeweth unto your Lordſhips, your Orator E.L. of the City N. in the County of W. Gentleman,

tleman, and M. his wife, that whereas, &c. The conclusion. May it therefore pleaſe your good Lordſhips, to grant unto your Orator proceſs of *Subpœna*, to be directed unto the ſaid W.C. thereby commanding him (or them and every of them) at a certain day, and under a certain pain therein to be limited, perſonally to appear] before your Lordſhips in this high and honourable Court of Chancery, to anſwer the premiſſes, and further to ſtand unto and abide ſuch order, direction and award concerning the ſame, as unto your Lordſhips ſhall ſeem meet, and your Orators ſhall daily pray for the long continuance of your Lordſhips proſperous eſtate.

A Leaſe of a Mill.

THis Indenture made, &c. between Sir T.C. of, &c, Knight, and L. his wife, of the one part, and T.A. of, &c. of the other part, witneſſeth, that the ſaid Sir T.C. and L. for and in conſideration of the rent and covenants hereafter in theſe preſents expreſſed, and alſo for divers other reaſonable conſiderations them thereunto moving, Have demiſed, granted and unto farm-letten and by theſe preſents do for them, their. &c. demiſe grant and to farm-let, unto the ſaid T.A. all that their griſt Water-mill and Mills, being two griſt-mills under one Rooſe, commonly called or known by the name S. Mill with the appurtenances, ſcituate and being in the paaiſh of, &c. ſometimes in the tenure or occupation of one E.D. & now or late in the tenure or occupation of N.C. or his aſſigns; and the ground and ſoile whereupon the ſaid Mill and Mills now ſtand, containing by eſtimation one fourth part of an acre be it more or leſſe, and alſo all the ſcite of Mill, as well cuſtomary as conventionary of all the Tenants of that Mannor of D. in the

ſaid County and all the toll and cuſtome for grinding of all the Corne and Graine whatſoever, as well of all the Tenants and Under-tenants of the ſaid Mannor, now being or which hereafter at any time ſhall be, during the term by theſe preſents demiſed, as of all the inhabitants now dwelling or abiding, or which hereafter ſhall dwell or abide within the ſaid Mannor of D. aforeſaid, and alſo all toll, benefit and cuſtome for grinding of Corne and Grain whatſoever, and alſo all and ſingular hed-wares and Mill-ponds, and the ſoile whereof the ſaid hed-warres and Mill-ponds do ſtand and are builded, and all hed-wares hereafter to be builded, and the ſoile and earth thereof, and all Mill-pooles, Mill-dams, Stanks, Banks, Ponds, Streams, Waters, Water courſes, Rivers, fiſhings, fiſhing-places, Wayes, Paths, Paſſages, Eaſements, Profits, Commodities, Advantages, Emoluments and appurtenances whatſoever to the ſaid Mill and other the premiſſes by theſe preſents demiſed and granted, or any of them, or to any part or parcel thereof incident, belonging or apertaining, or with the ſame now or at any time heretofore let, uſed, occupied, had, taken, reputed or enjoyed, To have and to hold the ſaid Mill, and the ground and ſoile thereof, with the appurtenances, and the ſaid ſeite of Mil of all the Tenants or the ſaid Mannor, and the ſaid toll and cuſtome of grinding of all Corn and Grain of the ſaid Tenants and Inhabitants aforeſaid, and all toll and cuſtome of grinding of all Corne and Grain whatſoever, and the ſaid Wares Mill dams, Mill-ponds and the ground and ſoile thereof, Mill-Pools, Stanks, Banks, Rivers, Streames, Wayes, Paſſages, Fiſhings and all and ſingular other the premiſſes herein before mentioned or intended to be hereby demiſed and granted, and every part and parcel thereof, with

the

the appurtenances unto the ſaid T.A. his Executors, Adminiſtrators and Aſſigns, from the feaſt day of, &c. laſt paſt before the date hereof, for and during and unto the full end and term of, &c. from thence next enſuing, and fully to be compleat and ended; yielding and paying therefore yearly during the ſaid term, the yearly rent or ſumm of, &c. at two of the moſt uſuall feaſts or terms of payment in the year, that is to ſay, at the feaſt of, &c. by even and equal portions, the firſt payment thereof to begin and to be made at or on the feaſt day of, &c. next enſuing the date hereof: and if it ſhall happen the ſaid yearly rent of, &c. or any part thereof to be behinde and unpaid by the ſpace of 14. dayes next over or after any of the ſaid feaſts or dayes of payment, wherein the ſame ought to be paid as aforeſaid, being lawfully demanded, that then and from thenceforth and at all times afterwards it ſhall and may be lawfull to and for the ſaid T.C. and D. his wife, or either of them, their or either of their heirs, executors, &c. into the ſaid demiſed premiſſes, and every part and parcel thereof to re-enter, and the ſame to have again, retain and repoſſeſſe, as in his, her or their firſt and former eſtate; and the ſaid T.A. his, &c. thereout and from thence utterly to expel, put out and amove, theſe preſents or any thing herein contained to the contrary thereof in any wiſe notwithſtanding. And the ſaid T.A. for himſelf, his, &c. and for every of them doth covenant, promiſe and grant to and with the ſaid Sir T.C. and, D. &c. by theſe preſents in manner and form following: That is to ſay, that he the ſaid T.A. his, &c. ſhall and will from time, to time, during the ſaid term of, &c. hereby granted, do and make his and their ſuit and ſervice, for and in reſpect of the premiſſes, to the Court and Courts of the ſaid Sir T.C. and D. and their heirs to be

kept and holden within the ſaid Mannor of D. upon ſuch reaſonable warning as there is given or uſed, or elſe in default and neglect therof, ſhall and will yearly during the ſaid term, pay or cauſe to be paid unto the ſaid Sir T.C. and D. and their heirs, the ſumm of, &c. if it be demanded, and the ſaid T.A. doth for himſelf, his, &c. further covenant, promiſe and grant, to and with the ſaid Sir T.C. and D. that he the ſaid T.A. his, &c. within the ſpace of three years next enſuing the date hereof, ſhall and will at his and their own proper coſts and charges, lay out, diſburſe and beſtow upon, about and in repairing, bettering and amending the ſaid Mill or Mills before, hereby demiſed, where moſt need ſhall be required, the ſum of, &c. and alſo that he the ſaid T.A. his, &c. at his and their like proper coſts and charges ſhall and will well and, &c. repair, amend, maintain, uphold and keep the ſaid Mills to be repaired and amended as aforeſaid, and all other the afore demiſed premiſſes, with the appurtenances in, by and with all and all manner of needfull & neceſſary reparations & amendments whatſoever, when and as often as need ſhall require, during the ſaid term, and the ſame Mills and other the premiſſes with the appurtenances, ſo being well and ſufficiently repaired, upholden and amended, in the end or other determinations of this preſent leaſe ſhall and will leave and yield up unto the ſaid Sir T.C. and D. or one of them, their or one of their heirs or aſſigns. And the ſaid T.A. for him, his, &c. doth likewiſe covenant and grant to and with the ſaid &c. that he the ſaid T.A. his, &c. ſhall and will well and truly pay, or cauſe to be paid to the ſaid, &c. his, &c. the ſaid yearly rent of, &c. in manner and form as is before in theſe preſents expreſſed, limited and declared. And the ſaid Sir T.C. and D. do for them and their heirs and aſſigns covenant and grant to and with

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the ſaid T.A. his, &c. that in caſe any of the Tenants or inhabitants of the ſaid Mannor of, &c. ſhall and do at any time, during the ſaid term hereby granted, withdraw or ſurceaſe to do ſuit of Mil to the ſaid Mill, or to bring and carry, or cauſe to be brought and carryed their Corn and Grain whatſoever to the ſaid Mill or Mills by theſe preſents demiſed, there to have the ſame ground, or ſhall carry the ſame to any other place or places, to any Mill or mills to be ground, then the Steward or Stewards of the ſaid Mannor for the time being, ſhall and will upon all and every the preſentment and preſentments thereof, make, ſet and impoſe upon every ſuch Tenant and Tenants and inhabitants, ſo withdrawing and not doing his or their ſuit or ſuits of Mill to the ſaid Mill or Mills, ſuch lawfull and reaſonable Fine and Fines, Amerciament and Amerciaments from time to time, as in ſuch caſe is lawfull and uſual; and the ſame Fines or Amerciaments ſo impoſed, ſhall receive or leavy, and being ſo recited or leavyed pay and deliver the ſame or ſo much thereof as the ſaid T.A. his, &c. ſhall be prejudiced or damnified by reaſon of ſuch withdrawing, as aforeſaid, unto the ſaid T.A. his, &c. And laſtly, the ſaid Sir T.T.C. and D. for them, their &c. do covenant, promiſe and grant to and with the ſaid, &c. by theſe preſents, that he the ſaid T.A. his, &c. and every of them, for and under the payment of the ſaid yearly rent of, &c. above by theſe preſents reſerved in mannor & form aforeſaid, and performing, fulfiling & keeping all & ſingular the covenants, grants, articles, clauſes and agreements berfore in theſe preſents contained, which on his and their parts are and ought to be obſerved, performed, fulfiled and kept, ſhall and may lawfully, peaceably and quietly, have, hold, occupy, poſſeſſe and enjoy all and ſingular the ſaid demiſed premiſſes and every part and

parcel

parcel thereof, with their and every of their appurtenances, without lawfull let, ſuit, trouble eviction ejection, moleſtation or interruption whatſoever of them the ſaid T.C. and D. or either of them, their or either of their heirs or aſſigns, or any of them, or any other perſon or perſons whatſoever claiming or to claim from, by or under him, her, them, or any of them, or for or by reaſon of his, her, their or any or either of their acts, titles, means, aſſent, conſent or procurement. In witneſs, &c.

A ſingle obligation from one to one.

KNow all men by theſe preſents that I.A.B. of the pariſh of D. in the County of E. Huſbandman do ſtand and am firmely bounden and obliged to F.G. of H. in the County of E. Yeoman. in the ſum of fifty and one pounds and ten ſhillings of good and lawfull money of *England*, to be paid to the ſaid F.G. or his true and lawfull Attorney, Executors or Adminiſtrators; to the which payment well, faithfully and truly to be made, I do bind me, my heirs, executors and adminiſtrators firmly by theſe preſents. Sealed with my ſeal. Dated the fifth day of October in the year of our Lord God, one thouſand ſix hundred fifty and one.

An obligation from two to one.

KNow all men by theſe preſents, that we A.B. of the pariſh of C. in the County of E. Gentleman, and F.G. of the pariſh of H. in the County afoeſaid, Eſquire, do ſtand and are firmly bounden nd oliged unto Sir H.I. of the pariſh of K. in the aid County of E. Knight, in the ſumm of one hundred and three pounds of good and lawfull money of *England*

England to be paid to the ſaid Sir H.I. or his true and lawfull Atturney, executors or adminiſtrators, to the which payment well and truly to be made, we bind our ſelves and either of us by himſelf joyntly and ſeverally for the whole and in the whole, our and either of our heirs, executors and adminiſtrators, and every of them firmely by theſe preſents, Scaled with our ſeals. Dated the tenth day of of *Septem.* in the year of our Lord God, one thouſand ſix hundred fifty and one.

An Obligation from three to one.

KNow all men by theſe preſents. that we A.B. of C. in the County of D. widow, E.F. of G. in the ſaid County ſingle woman, H.I. of G. aforeſaid in the ſaid County Mercer, do ſtand and are firmly bound and obliged unto K.L. Citizen and Merchant Adventurer of *London*, in the ſumm of 400.l. of good and lawfull money of *England*, to be paid to the ſaid K.L. or his true and lawfull Atturney, executors or adminiſtratots, to the which payment well and truly to be made, we do binde us and every and either of us ioyntly and ſeverally, for and in the whole, our and every and either of our heirs, executors and adminiſtrators, and every of them firmly by theſe preſents. Scaled with our ſeals. Dated the fifteeneth day of *October*, in the year of our Lord God one thouſand ſix hundred fifty and one.

Acondition for rp levying goods.

WHereas the above named G.S. by vertue of his office, as Steward or Clerk of the Manor, &c. upon ſeverall complaints and allegations of the above bound T.H. hath granted forth ſeverall precepts

precepts for the repleving of divers and ſundry of the goods and chattels of, &c. detained by one, &c. Now therefore the condition, &c. that if the ſaid &c. do with effect proſecute the action which he hath commenced againſt the ſaid, &c. concerning the ſaid goods, and ſhall alſo make due return of the ſame, if return by law ſhall be adjudged, and him the ſaid G.S. from time to time, and at all times hereafter, do and ſhall ſave, defend and keep harmeleſſe and indemnified, againſt all men concerning the ſaid goods and chattels, and the ſeverall replevies therefore granted; That then, &c.

Another Condition for replevying of chattel.

THe Condition of this Obligation is ſuch, that whereas W.H. Gentleman, hath impounded one Mare, two Colts and two Naggs of the goods and cattel of I.P. Clerk at Helwels pound within the liberty of Week-regs, and thereupon a replevin is orderly granted to the Bayliff of the ſaid liberty, for delivery of the ſaid cattells unto the ſaid I.P. if therefore the ſaid I.P. do and ſhall follow the ſuit with effect againſt the ſaid M.H. for the taking and with-holding of the ſaid Mare, two Colts and two Naggs, and retnrn the ſame, if the return thereof ſhall be ſo adjudged according to the Statute in that caſe made and provided, and alſo ſave & keep harmleſſe the above named Sir W.H. Knight, Hight Sheriff, his Deputy, Deputies and other Officers of the ſame Court of the ſaid Mannor, for, touching & concerning the granting of the ſaid replevin of the ſaid Mare, two Colts and two Naggs, and every thing elſe concerning the ſame without fraud; that then this Obligation to be void and of none effect, or elſe to remain in full force and vertue;

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A Condition to pay the moity of debt when it ſhall be received.

WHereas E.B. of, &c. by one Obligation bearing date the, &c. (reciting the bond) and whereas the moity or one half part of the ſaid ſumm of, &c. is due and payable unto the within named, &c. as money by him lent unto the ſaid F. and whereas the ſaid, &c. before the enſealing of the ſame recited Obligation, did conſent and agree that the ſaid Obligation ſhould be made onely in the name of the ſaid T.L. and the ſaid T.L. to give his Obligation to the ſaid R.G. for the ſame moity or half part of the ſaid debt. Now if the ſaid T.L. his, &c. or any of them, do well and truly pay unto the ſaid R. his, &c. the ſum of, &c. at or in &c. being the moity of the ſaid, &c. on the, &c. or with as much convenient ſpeed as he the ſaid T. his, &c. can or may, next after he or they or any of them, ſhall have received the ſaid ſum of, &c. in the condition of, &c. ſpecified, with ſuch intereſt as ſhall be due for the moity thereof. And if the ſaid ſum of, &c. ſhall not be paid at one entire payment on the ſaid, &c. according to the condition of the ſaid Obligation, then if the ſaid his, &c. do and ſhall well and truly pay unto the ſaid, &c. his, &c. without any delay the moity of ſuch part thereof as he or they ſhall or may receive from time to time, &c. That then, &c.

Articles of agreement intended, made, concluded and fully agreed upon the 10. *day of, &c. Between E.M. of, &c. and R.A. of* London *Merchant, &c.*

WHereas the ſaid E.M. the day of the date hereof, hath freely given and delivered unto

to the ſaid R.A. the ſum of, &c. to the intent and purpoſe that he the ſaid R.A. ſhall except and take into his ſervice to be imployed in Merchandizing affairs W.M. ſon of her the ſaid E.M. in conſideration whereof, but more eſpecially at her requeſt, and of the affection which the ſaid R.A. beareth to the ſaid W.M. he the ſaid R.A. is contented and agreed to accept and take the ſaid W.M. to be his ſervant in Merchandizing affaires and other buſineſſes, and accordingly to imploy him therein, not onely in England, but in the parts beyond the Seas, where the ſaid R.A. now tradeth, or hereafter ſhall trade, and that for the term or ſpace of ſeven years to be accompted from, &c. next enſuing the date of theſe preſents, & thereupon the ſaid E.M. for herſelf, her Executors and Adminiſtrators, doth covenant and grant to and with the ſaid R.A. his, &c. by theſe preſents, that the aforeſaid W.M. her ſon, ſhall during all the ſaid term (if he ſo long live) well, diligently and faithfully to the utter moſt of his power and ſkill, ſerve him the ſaid R.A. in the trade of merchandizing and other his affaires, at ſuch place or places, either beyond the Seas, or on this ſide where the ſaid R.A. ſhall deſign and appoint him, and without abſenting himſelf out of his ſaid ſervice or imployment, or neglecting the ſame: and that he the ſaid W.M. at all times hereafter, during the ſaid term, ſhall from time to time, not onely receive & take into his charge and cuſtody all & every ſuch goods & Merchandizes whatſoever, as by or for the uſe or accompt of the ſaid R.A. ſhall be conſigned or ſent to him the ſaid W.M. but alſo ſel, utter and diſpoſe of the ſame goods or Merchandizes to the moſt profit he can for the ſaid R.A. his, &c. and ſhall alſo from time to time and at all times, during the ſaid term follow and perform

orm all and every ſuch advice, directions orders and commiſſions, as the ſaid R.A. ſhall by letter of advice or otherwiſe give, ſend or make known to him the ſaid W.M. in, about or concerning the factory or Merchandizing aforeſaid: and alſo that he the ſaid W.M. ſhall at the charges of the ſaid R.A. his, &c, provide and keep, in due orderly manner books of accompt touching his ſaid imployments in merchandizing as aforeſaid, according to the cuſtome of merchants in ſuch caſes uſed, and ſhall deal juſtly, truly, plainly and faithfully to and with the ſaid R.A. his, &c. in all and every his accompts, reckonings, bargains, buyings, ſellings, doings and dealings in and about his ſaid imployment in Merchandizing as aforeſaid, and ſhall from time to time, once in every ſix moneths or oftner tranſmit and ſend unto the ſaid R.A. his, &c. true accounts and reckonings of all the buſineſſes and dealings of the ſaid W.M. in the premiſſes, and ſhall alſo ſend letters of advice to the ſaid R.A. ſo often as conveniently he may or can, of all matters and occurrences that ſhall neceſſarily ariſe concerning his ſervice or imployment, and ſhall alſo returne and come to *England*, and bring all his books of accompts with him whenſoever he ſhall be thereunto adviſed and required by the ſaid R.A. his, &c. by letters miſſive or otherwiſe: and that the ſaid W.M. ſhall from time to time upon every reaſonable requeſt, not onely ſhew forth all his books of accompts concerning all his doings and dealings as aforeſaid, and make and give unto the ſaid R.A. his, &c. a juſt, true, plaine and perfect accompt and reckoning in writing of, for and concerning all and every ſuch goods, wares, money, debts and Merchandizes whatſoever as well of the ſaid R.A. for his own proper uſe, or joyntly with any others, which

ſhall

shall hereafter come to the hands, charge or fact of him the said W.M. or for which he the said W. M. may or ought to be accomptable unto the said R.A. his, &c. And moreover, that he the said W. M. shall within, &c. next after the making and giving up every such accompt as aforesaid, well and truly satisfie, pay and deliver unto the said R.A. his &c. all & every such goods, wares, money, debts, Merchandizes, specialties and other things whatsoever as by or upon the foot of the same accompt shall appear, or be found to be due coming or belonging to him the said R.A. his, &c. by or from the said W. M. in any manner of wise.

Item, the said E.M. for herself, her, &c. doth covenant, promise and agree, to and with the said R.A. his, &c. by these presents, that she the said E.M. her &c. at her and their own proper costs & charges shall and will find, provide and allow unto & for her said son decent and fitting linnen, woollen and all other apparel of all sorts fitting for him in his service and imployment, during the said term. Item, the said R.A. doth covenant, &c. to find and provide unto the said &c. competent and fitting meat, drink, washing and lodging and all other necessaries (apparel onely excepted) during all the said term. In witnesse, &c.

Bonds must be entred into, for performance of the Articles aforesaid.

BIBLIOTHECA BODLEIANA

FINIS.